

**AGENDA OF A REGULAR MEETING - NATIONAL CITY CITY COUNCIL/  
COMMUNITY DEVELOPMENT COMMISSION – HOUSING AUTHORITY OF  
THE CITY OF NATIONAL CITY**



**COUNCIL CHAMBERS  
CIVIC CENTER  
1243 NATIONAL CITY BOULEVARD  
NATIONAL CITY, CALIFORNIA  
TUESDAY, AUGUST 15, 2017 – 6:00 PM**

**RON MORRISON**  
*Mayor*

**ALBERT MENDIVIL**  
*Vice Mayor*

**JERRY CANO**  
*Councilmember*

**MONA RIOS**  
*Councilmember*

**ALEJANDRA SOTELO-SOLIS**  
*Councilmember*

**ORDER OF BUSINESS:** Public sessions of all Regular Meetings of the City Council / Community Development Commission - Housing Authority (hereafter referred to as Elected Body) begin at 6:00 p.m. on the first and third Tuesday of each month. Public Hearings begin at 6:00 p.m. unless otherwise noted. Closed Sessions begin at 5:00 p.m. or such other time as noted. If a workshop is scheduled, the subject and time of the workshop will appear on the agenda. The Mayor and Council members also sit as the Chairperson and Members of the Board of the Community Development Commission (CDC).

**REPORTS:** All open session agenda items and reports as well as all documents and writings distributed to the Elected Body less than 72 hours prior to the meeting, are available for review at the entry to the Council Chambers. Regular Meetings of the Elected Body are webcast and archived on the City's website [www.nationalcityca.gov](http://www.nationalcityca.gov).

**PUBLIC COMMENTS:** Prior to the Business portion of the agenda, the Elected Body will receive public comments regarding any matters within the jurisdiction of the City and/or the Community Development Commission. Members of the public may also address any item on the agenda at the time the item is considered by the Elected Body. Persons who wish to address the Elected Body are requested to fill out a "Request to Speak" form available at the entrance to the City Council Chambers, and turn in the completed form to the City Clerk. The Mayor or Chairperson will separately call for testimony of those persons who have turned in a "Request to Speak" form. If you wish to speak, please step to the podium at the appropriate time and state your name and address (optional) for the record. The time limit established for public testimony is three minutes per speaker unless a different time limit is announced. Speakers are encouraged to be brief. The Mayor or Chairperson may limit the length of comments due to the number of persons wishing to speak or if comments become repetitious or irrelevant.

**1243 National City Blvd.  
National City  
619-336-4240**

**Meeting agendas and  
minutes available on web**

**WWW.NATIONALCITYCA.GOV**

**WRITTEN AGENDA:** With limited exceptions, the Elected Body may take action only upon items appearing on the written agenda. Items not appearing on the agenda must be brought back on a subsequent agenda unless they are of a demonstrated emergency or urgent nature, and the need to take action on such items arose after the agenda was posted.

**CONSENT CALENDAR:** Consent calendar items involve matters which are of a routine or noncontroversial nature. All consent items are adopted by approval of a single motion by the City Council. Prior to such approval, any item may be removed from the consent portion of

the agenda and separately considered, upon request of a Councilmember, a staff member, or a member of the public.

Upon request, this agenda can be made available in appropriate alternative formats to persons with a disability in compliance with the Americans with Disabilities Act. Please contact the City Clerk's Office at (619) 336-4228 to request a disability-related modification or accommodation. Notification 24-hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

*Spanish audio interpretation is provided during Elected Body Meetings. Audio headphones are available in the lobby at the beginning of the meeting.*

*Audio interpretación en español se proporciona durante sesiones del Consejo Municipal. Los audífonos están disponibles en el pasillo al principio de la junta.*

**COUNCIL REQUESTS THAT ALL CELL PHONES AND PAGERS BE TURNED OFF DURING CITY COUNCIL MEETINGS.**



**OPEN TO THE PUBLIC**

**A. CITY COUNCIL**

**CALL TO ORDER**

**ROLL CALL**

**PLEDGE OF ALLEGIANCE TO THE FLAG**

**PUBLIC COMMENTS (THREE-MINUTE TIME LIMIT)**

**PROCLAMATIONS**

**AWARDS AND RECOGNITIONS**

1. [Introduction of new employee - Pamela Sosa, Parking Regulations Officer. \(Neighborhood Services\)](#)
2. [Recognizing Police Corporal Steve Villariasa for his 20 years of service with the City of National City.](#)
3. [Recognizing Parks Equipment Operator Juan Piche for his 20 years of service with the City of National City.](#)
4. [Receipt of the Certificate of Achievement for Excellence in Financial Reporting for the City of National City's comprehensive annual financial report and the Award for Outstanding Achievement in Popular Annual Financial Reporting for the City of National City's popular annual financial report from the Government Finance Officers Association for the fiscal year ended June 30, 2016. \(Finance\)](#)

**PRESENTATIONS**

5. ["Elevate My Business" Economic Development Program Hosted by the National City Chamber of Commerce and Lift Development. \(Kim Folsom, Serial Entrepreneur, Professor, National University\)](#)
6. [Farewell to 2016-2017 Miss National City Court and Introduction of 2017-2018 Miss National City Court. \(Community Services\)](#)
7. [Recognition of Outgoing Student Council Representative, Jose Estrada and Introduction of Incoming Student Council Representative, Erika Gastelum. \(City Clerk\)](#)

**INTERVIEWS / APPOINTMENTS**

8. [Interviews and Appointments: Veterans and Military Families Advisory Committee. \(City Clerk\)](#)

## **CONSENT CALENDAR**

9. [Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances considered at this meeting and providing that such Ordinances shall be introduced and/or adopted after a reading of the title only. \(City Clerk\)](#)
10. [Resolution of the City Council of the City of National City authorizing, 1\) the acceptance of the San Diego Unified Port District's Tidelands Activation Grant funds of \\$10,000 and \\$2,460 in services provided by the San Diego Unified Port District; 2\) the establishment of a Reimbursable Grants Citywide Fund appropriation of \\$10,000 and corresponding revenue budget for special events at the National City Aquatic Center and Pepper Park, with no matching funds required; 3\) and the City Manager to execute an agreement between the City of National City and the San Diego Unified Port District to receive FY18 Tidelands Activation Grant funds. \(Community Services\)](#)
11. [Resolution of the City Council of the City of National City rescinding Resolution Number 2017-68 approved by City Council on May 2, 2017 for the KaBOOM! grant. \(Community Services\)](#)
12. [Resolution of the City Council of the City of National City authorizing 1\) the acceptance of the KaBOOM! grant to build a new playground at Las Palmas Park; 2\) use of the General Fund Las Palmas Park Improvements balance to provide matching funds of \\$8,500 as required by KaBOOM!; 3\) use of the General Fund Materials and Supplies balance to provide funds of \\$3,500 for food, water, music, and tools; 4\) the City Manager to execute the KaBOOM! Community Partner Playground Agreement; 5\) the City Manager to execute necessary addendums to the Community Partner Playground Agreement. \(Community Services\)](#)
13. [Resolution of the City Council of the City of National City authorizing the Mayor to sign an Encroachment Permit and Agreement with Dajani Hospitality, for the installation of an Americans with Disabilities Act \(ADA\) compliant pedestrian access ramp in the public right-of-way on Civil Center Drive for entry into the commercial building located at 1302 National City Blvd. \(Engineering/Public Works\)](#)
14. [Resolution of the City Council of the City of National City, waiving the formal bid process consistent with National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City \(Buyer\) to piggyback the National Joint Powers Association \(NJPA\) Contract #032515-CNH to award the purchase of one \(1\) Case backhoe to](#)

Sonsray Machinery, an authorized Case dealer, in an amount not to exceed \$128,991.57. (Engineering/Public Works)

15. Resolution of the City Council of the City of National City, waiving the formal bid process consistent with National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City (Buyer) to piggyback the National Intergovernmental Purchasing Alliance (NIPA) Contract #120535 to award the purchase of one (1) Toro Groundmaster 4000-D mower to Turf Star, an authorized Toro dealer, in an amount not to exceed \$68,728.17. (Engineering/Public Works)
16. Resolution of the City Council of the City of National City, waiving the formal bid process consistent with National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City (Buyer) to piggyback the National Joint Powers Association (NJPA) Contract #022014-SCA to award the purchase of one (1) 866 RODDER Series II to Plumbers Depot, Inc., an authorized distributor for Sewer Equipment Co. of America, in an amount not to exceed \$73,530.12. (Engineering/Public Works)
17. Resolution of the City Council of the City of National City, 1) authorizing the Mayor to execute Program Supplement Agreement No. F013 with the State of California Department of Transportation (Caltrans) for the Citywide Midblock Pedestrian Crossing Enhancements Project to allow for reimbursement of up to \$625,230 in eligible project expenditures through the Highway Safety Improvement Program (HSIP); and 2) authorizing the establishment of an Engineering Grants Fund appropriation of \$625,230 and corresponding revenue budget. (Engineering/Public Works)
18. Resolution of the City Council of the City of National City authorizing the Council to waive the formal bid process pursuant to National City Municipal Code section 2.60.220, subsection (B), sole source procurement, for the Police Department's purchase of a Use of Force Training Simulator system, in the amount of \$53,851.00 from Ti Training Corp.; including advising on the installation of a video projector and speakers at the police department, and including onsite training in the operation of the system for six police department employees. (Police)
19. Resolution of the City Council of the City of National City adopting City Council Policy # 206, "Debt Management." (Finance)
20. Temporary Use Permit – Pumpkin Station hosted by Pinery Christmas Trees, Inc. at Westfield Plaza Bonita Mall from September 29, 2017 thru October 31, 2017 with no waiver of fees. (Neighborhood Services)

21. [Temporary Use Permit – Padres Pedal the Cause Bicycle Ride sponsored by Padres Pedal the Cause on November 11, 2017 from 9:45 a.m. to 3:00 p.m. with no waiver of fees. \(Neighborhood Services\)](#)
22. [Warrant Register #1 for the period of 06/28/17 through 07/04/17 in the amount of \\$3,006,289.71. \(Finance\)](#)
23. [Warrant Register #2 for the period of 07/05/17 through 07/11/17 in the amount of \\$1,358,983.47. \(Finance\)](#)

## **PUBLIC HEARINGS**

## **ORDINANCES FOR INTRODUCTION**

## **ORDINANCES FOR ADOPTION**

## **NON CONSENT RESOLUTIONS**

24. [Alternative resolutions of the City Council of the City of National City taking action on a Conditional Use Permit for wholesale auto sales with accessory new car preparation, outdoor vehicle storage, electrical and trim installation, and employee parking at 2000 Roosevelt Avenue; City Council may approve either of the attached resolutions based on contained findings for denial or approval. \(Applicant: Deborah Falk\) \(Case File No.: 2016-10 CUP\) \(Planning\)](#)
25. [Resolution of the City Council of the City of National City authorizing the Mayor to execute a one-year Service Agreement with Countywide Mechanical Systems, Inc., for a not-to-exceed amount of \\$170,412 to provide Heating, Ventilating and Air Conditioning \(HVAC\) maintenance and repair services for City facilities as set forth in Exhibit "A" to the Service Agreement. \(Engineering/Public Works\)](#)
26. [Resolution of the City Council of the City of National City reducing the property tax rate for the Library General Obligation Bonds for Fiscal Year 2018 from 0.88 cent per \\$100 of assessed valuation to 0.79 cent. \(Finance\)](#)
27. [Resolution of the City Council of the City of National City adopting Council Policy 119: Selection of the Vice Mayor. \(City Manager\)](#)

## **NEW BUSINESS**

### **B. COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY**

## **PUBLIC HEARINGS- HOUSING AUTHORITY**

## **CONSENT RESOLUTIONS- HOUSING AUTHORITY**

28. [Resolution of the Community Development Commission-Housing Authority of the City of National City designating the Representatives authorized to order the deposit and withdrawal of monies with financial institutions on behalf of the Community Development Commission-Housing Authority. \(Housing & Economic Development\)](#)

**NON CONSENT RESOLUTIONS- HOUSING AUTHORITY**

**NEW BUSINESS- HOUSING AUTHORITY**

**C. REPORTS**

**STAFF REPORTS**

29. City Council discussion and consideration of services, tools, and strategies available to local government to expand existing outreach programs, enhance or develop strategies for building and maintaining positive relationships with our residents, and/or building relationships with community service providers in support of immigrants. (City Manager)

**MAYOR AND CITY COUNCIL**

**CLOSED SESSION REPORT**

**ADJOURNMENT**

Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday - September 5, 2017 - 6:00 p.m. - Council Chambers - National City, California.

The following page(s) contain the backup material for Agenda Item: Introduction of new employee - Pamela Sosa, Parking Regulations Officer. (Neighborhood Services)

**Introduction of new employee**

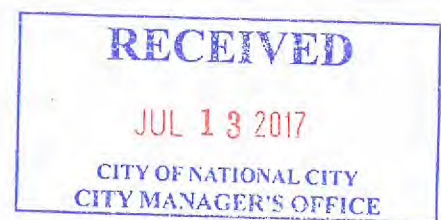
**Pamela Sosa**

**Parking Regulations Officer**

**(Neighborhood Services)**

The following page(s) contain the backup material for Agenda Item: Recognizing Police Corporal Steve Villariasas for his 20 years of service with the City of National City.






City of National City  
MEMORANDUM

DATE: July 12, 2017

TO: Esther Clemente, Executive Assistant IV (City Manager's Office)  
Josie Flores-Clark, Executive Assistant IV (Mayor's Office)

FROM: Lilia Muñoz, Human Resources Analyst 

SUBJECT: **EMPLOYEE SERVICE RECOGNITION**

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The following City employee completed his 20 years of service with the City of National City on July 2, 2017:

**NAME:** Steve Villarias  
**POSITION:** Police Corporal  
**HIRED:** July 2, 1997

As part of the Employee Recognition Program, the employee wishes to have the opportunity to receive a City Council Recognition at the Council Meeting of **Tuesday, August 15, 2017.**

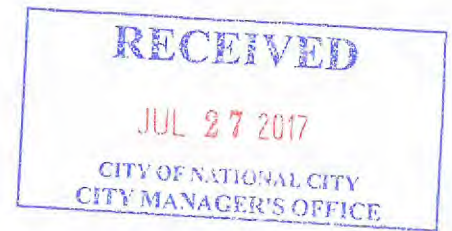
If this is acceptable, please make the necessary arrangements and send confirmation of the schedule to the employee, department and our office. The recognition letter and gift card(s) selection will be sent prior to the meeting.

Thank you.

cc: Corporal Steve Villarias  
Chief Rodriguez

H:\Recognition Program

The following page(s) contain the backup material for Agenda Item: Recognizing Parks Equipment Operator Juan Piche for his 20 years of service with the City of National City.



City of National City  
**MEMORANDUM**

DATE: July 27, 2017

TO: Esther Clemente, Executive Assistant IV (City Manager's Office)  
Josie Flores-Clark, Executive Assistant IV (Mayor's Office)

FROM: Lilia Muñoz, Human Resources Analyst *LM*

SUBJECT: **EMPLOYEE SERVICE RECOGNITION**

---

The following City employee will complete his 20 years of service with the City of National City on August 13, 2017:

**NAME:** Juan Piche  
**POSITION:** Parks Equipment Operator  
**HIRED:** August 13, 1997

As part of the Employee Recognition Program, the employee wishes to have the opportunity to receive a City Council Recognition at the Council Meeting of **Tuesday, August 15, 2017.**

If this is acceptable, please make the necessary arrangements and send confirmation of the schedule to the employee, department and our office. The recognition letter and gift card(s) selection memo will be sent prior to the meeting.

Thank you.

cc: Juan Piche, Parks Equipment Operator  
Miguel Diaz, Park Superintendent

H:\Recognition Program

The following page(s) contain the backup material for Agenda Item: Receipt of the Certificate of Achievement for Excellence in Financial Reporting for the City of National City's comprehensive annual financial report and the Award for Outstanding Achievement in Popular Annual Financial Reporting for the City of National

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** August 15, 2017

**AGENDA ITEM NO.:**

**ITEM TITLE:**

Receipt of the Certificate of Achievement for Excellence in Financial Reporting for the City of National City's comprehensive annual financial report and the Award for Outstanding Achievement in Popular Annual Financial Reporting for the City of National City's popular annual financial report from the Government Finance Officers Association for the fiscal year ended June 30, 2016.

**PREPARED BY:** Mark Roberts, Director of Finance

**PHONE:** 619-336-4330

**DEPARTMENT:** Finance

**APPROVED BY:** Mark Roberts

**EXPLANATION:**

The Government Finance Officers Association (GFOA) has awarded its Certificate of Achievement for Excellence in Financial Reporting to the City of National City for its comprehensive annual financial report (CAFR) for fiscal year 2016. The GFOA has also awarded its Award for Outstanding Achievement in Popular Annual Financial Reporting to the City for its popular annual financial report (PAFR) for fiscal year 2016.

The Certificate of Achievement for Excellence in Financial Reporting is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management. In order to receive the award, a governmental unit must publish an easily readable and efficiently organized CAFR that satisfies both generally accepted accounting principles and applicable program requirements. In order to receive the Award for Outstanding Achievement in Popular Annual Financial Reporting, a governmental unit must publish a PAFR whose content conform to program standards of creativity, presentation, understandability, and reader appeal.

The awards are valid for a period of one year only. We believe the fiscal year 2017 CAFR and PAFR will continue to meet the GFOA programs' requirements, and we will submit each them to the GFOA to determine their eligibility for another award.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.**  
NA

**APPROVED:** Mark Roberts **FINANCE**

**APPROVED:** \_\_\_\_\_ **MIS**

**ENVIRONMENTAL REVIEW:**

This is not a project and, therefore, not subject to environmental review.

**ORDINANCE:**    **INTRODUCTION** ☐    **FINAL ADOPTION** ☐

**STAFF RECOMMENDATION:**

Accept and file the Certificate of Achievement for Excellence in Financial Reporting and Award for Outstanding Achievement in Popular Annual Financial Reporting from the GFOA for the fiscal year ended June 30, 2016.

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

1. Certificate of Achievement for Excellence in Financial Reporting
2. Award for Outstanding Achievement in Popular Annual Financial Reporting



Government Finance Officers Association

**Certificate of  
Achievement  
for Excellence  
in Financial  
Reporting**

Presented to

**City of National City  
California**

For its Comprehensive Annual  
Financial Report  
for the Fiscal Year Ended

**June 30, 2016**

A handwritten signature in black ink, reading "Jeffrey R. Egan". The signature is fluid and cursive.

Executive Director/CEO



Government Finance Officers Association

**Award for  
Outstanding  
Achievement in  
Popular Annual  
Financial Reporting**

Presented to

**City of National City  
California**

For its Annual  
Financial Report  
for the Fiscal Year Ended

**June 30, 2016**

Executive Director/CEO

The following page(s) contain the backup material for Agenda Item: "Elevate My Business" Economic Development Program Hosted by the National City Chamber of Commerce and Lift Development. (Kim Folsom, Serial Entrepreneur, Professor, National University)



Item # \_\_\_\_\_

08/15/17

**"ELEVATE MY BUSINESS" ECONOMIC DEVELOPMENT  
PROGRAM HOSTED BY THE NATIONAL CITY  
CHAMBER OF COMMERCE AND LIFT DEVELOPMENT**

**(Kim Folsom, Serial Entrepreneur,  
Professor, National University)**



## **Elevate My Business Challenge™**

Urban Economic Development Program  
Overview Presentation for Program Partners

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## Small Business Embodies the American Dream



America is the idea that big companies come from tiny ones, afforded by opportunity, freedom and equality



Small business are the  
**backbone of the middle class**

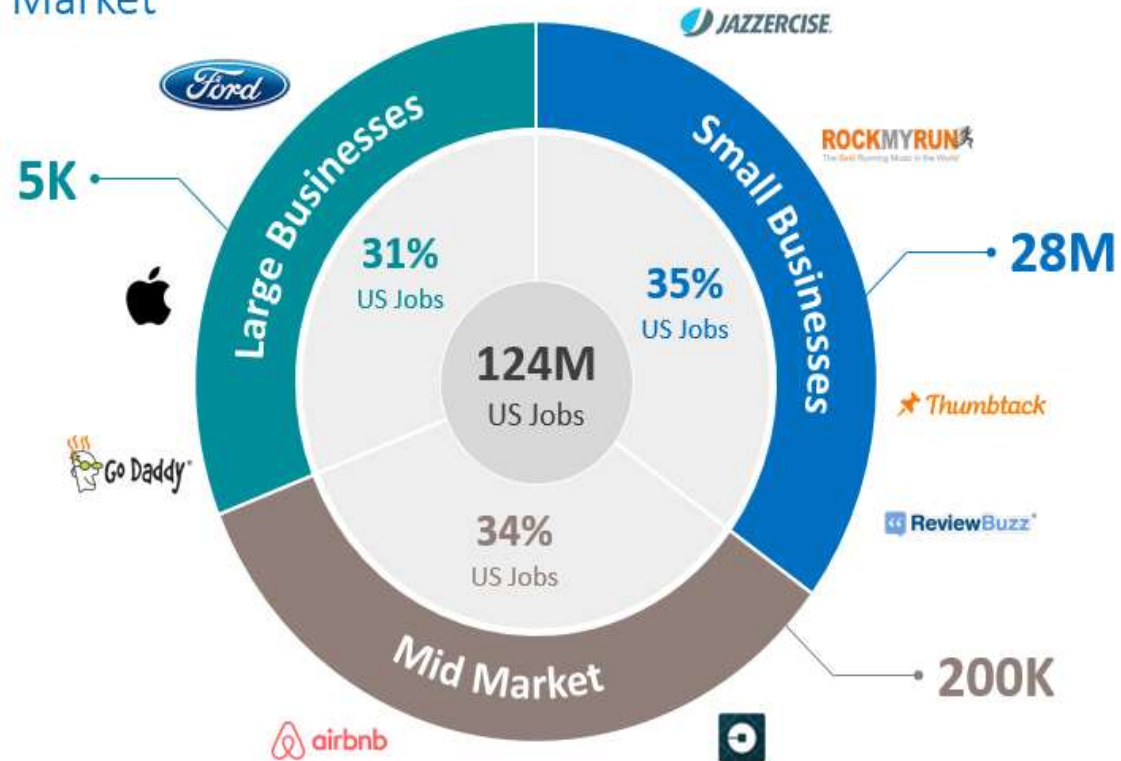


Small businesses are the  
**engines of job creation**



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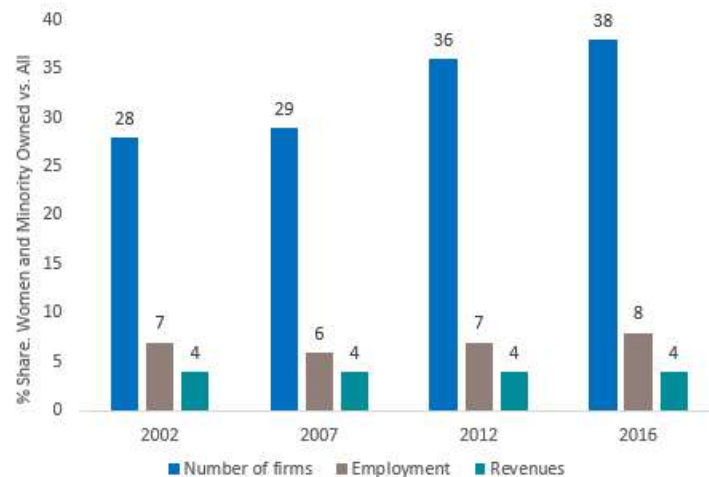
## The Total Market



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## Market Problem: Under Served & Under Represented Businesses Are Not Growing

**Women and Minority Owned Firms Comprise an Increasing share of All U.S. Firms**  
Share of Employment and Revenue Remain Largely Unchanged



### Huge Growth Disparity



10% Firms



0% Revenues



1% Jobs

### Are Missing from Large Firms

<1%

**Less than 1%** of women and minority companies run businesses in excess of \$1M revenue. Average revenues for women and minority business are \$144K.

<.025

**Less than .025** of women, minority companies run business in excess of \$10M.



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## Accelerators Are Great Eco-Systems for Effective Job Creators

Accelerators are providing a rich eco-system at top universities to students to start, fund and grow top revenue generating and job creators. **Top 10** Accelerators are within **5 miles** from top schools for entrepreneurship: Stanford and Harvard.



**Founders and companies participating in accelerators perform much better:**



**Increase in  
Capital Raised**



**Grow in  
Revenue**



**Increase in Awareness  
Within Marketplace**

**Top Accelerators Have Helped Produce Companies**

**2K**

**Companies**

**\$1.8B**

**Investment**

**7800+**

**Jobs**



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**WIN \$5,000**  
In Total Cash Prizes

**Elevate My Business Challenge™**  
Learn insights on growing profits and jobs in your business


**LIFT**  
Development  
Enterprises, Inc.

**Hosted by :**  
**National City Chamber of Commerce**

**Presented by:**  
**LIFT Development Enterprises, Inc.**

**Target Businesses: Annual Revenues of \$100,000\***  
 Scholarships available for Minority-, Women-, and Veteran-owned businesses  
 60-day Mini-Accelerator hosted at National University/South Bay Campus  
 Register at : <http://ncc5kembchallenge.liftde.org>

**Program consists of four (4) workshops where you will learn how to work **ON** your business, not just **IN** your business ! / Special tuition of \$150\***

Session / Content / Benefits	Date
1. How to spot growth opportunities, and identify which can maximize your revenue gains. Converting opportunities to action.	October 5 <sup>th</sup> (Thurs) (9-11 am)
2. How to leverage your strength to choose strategies to make growth happen and surpass your competition. Doing the right things, not just doing things right.	October 19 <sup>th</sup> (Thurs) (2-3:30 pm)
3. Secrets of leadership and attracting, retaining talent. How to build a high performing team and empower your organization. Identifying and recruiting new partners, resource providers as "stakeholders."	November 2 <sup>nd</sup> (Thurs) (2-3:30 pm)
4. Ways to tell your business story to win new customers, key partners, talent or funders. Keeping your personal and professional "edge."	November 16 <sup>th</sup> (Thurs) (2-3:30 pm)
 Present your newly revitalized, re-imagined, ramped-up business infused with your passion in a dynamic 10-minute story.	November 30 <sup>th</sup> (Thurs) (2-3:30 pm)

\* Scholarship assistance may be available to qualified participants.

( Reception to follow from 5:15-6:30 p.m.)

**Pitch, Presentation & Celebration Day**  
**November 30, 2017**  
**National City Aquatic Center**

- 10-Minute Presentation
- Opportunity to Win Cash Prizes for 1st place (\$2500), 2nd Place (\$1500), 3rd Place (\$1000)
- Celebrate with Family, Friends and Fellow Participants
- Winners Qualify to Participate in next-level Founders Winter 2018 "Boot Camp"

**Ideal candidates** include businesses: with flat sales OR wanting to hit the "next level" OR looking to build value for future sale OR wanting to recapture momentum.

**PARTNERS:**



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# Why Consider Participating

## You **REALLY** want to grow you company **..BUT**

- You have been stuck at six figures revenues and low/no growth for more than 1 a year...You **WANT** help with ways to grow
- Your revenues are going down..You're facing a lot of competition and **WANT** alternative methods for identifying growth opportunities.
- You'd **WANT** to access funding/capital to grow your business but you've been denied or don't know how
- You **WANT** to add qualified team members to help you grow your team but you need help with the process
- You **WANT** help from business owners who have overcome these issues and more...

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# What type of companies

Must generate at least \$100K per year and...

- Service provider companies
- Product companies
- Ecommerce companies
- Retail companies
- Software companies

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# About LIFT Development Enterprises, Inc.

LIFT Development Enterprise (LIFT), a San Diego, CA based, not-for-profit, community development organization and small business accelerator with a mission to help underserved and under represented small business owners overcome the challenges they face due to by lack of access to capital and to assist them in increasing business capacity resulting in higher revenue growth and providing more jobs.

LIFT have developed several unique programs to provide solutions to this GAP in the market. Two most notable our **Founders Business Growth Bootcamp™** and **Elevate My Business Challenge™**.



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# LIFT Programs Performance

## **Performance Results from our Founders Bootcamp and Fast Path Programs:**

**#Companies Served: 35**

**#Revenues Generated by Companies: \$19.2M**

**#Jobs Created Companies: 37**

**Funding Generated by Companies: \$4.55M**

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# Program Instructors



**Kim Folsom**

Serial Entrepreneur  
Professor National University



**Del Lewis**

Serial Entrepreneur  
Former Vistage Chair



**Cong Cong Zheng**

Global Entrepreneur  
Professor SDSU

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Session / Content / Benefits	Date
1. How to spot growth opportunities, and identify which can maximize your revenue gains. Converting opportunities to action.	October 5 <sup>th</sup> (Thurs) (9-11 am)
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 Present your newly revitalized, re-imagined, ramped-up business infused with your passion in a dynamic 10-minute story.	November 30 <sup>th</sup> (Thurs) (2-3:30 pm)

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# Bootcamp Case Study : Service Provider

## 7 year old company

- Pre-Bootcamp company revenues were “lumpy transactional” project only
- By attending Bootcamp learned about recurring revenue, selling to distribution partners and hiring right
- Learned to analyze customer needs and customer satisfaction
- Added support recurring revenue stream
- On pace to “**double**” annual revenues
- Added support team



Linda Amaro,  
CEO



Daniel Amaro,  
Managing Director



Matt Fishman,  
Managing Director



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How to Apply? Go NCC Website OR  
<http://ncc5kembchallenge.liftde.org/>

**Click here APPLY NOW**  
Limited Space. Application Closes May 21st 2017.

 Hosted by :  
**National City Chamber of Commerce**  
Presented by LIFT Development Enterprises, Inc.



**WIN \$5,000**  
In Total Cash Prizes

**Elevate My Business Challenge™**  
Learn insights on growing profits and jobs in your business

**Target Businesses: Annual Revenues of \$100,000+/-**  
Scholarships Available for Minority-Owned, Women-Owned, or Veteran-Owned Businesses

**60-Day Mini-Accelerator Hosted at National City Southbay Campus**

Session	Date
How to Leverage Growth Opportunities & Trends in Your Community	June 1 (9-11am)
Strategies for Growing Your Business	June 15 (2-3:30pm)
Techniques for Leading A team and a Growing Business	July 6 (2-3:30pm)
Strategies for Presenting Your Business To Win Key Partners	July 20 (2-3:30pm)

Pitch & Presentation Day: August 3, 2017 / National City Aquatic Center

- 10 Minute Presentation
- Opportunity To Win Cash Prize for 1st, 2nd, 3rd Place
- Winners Qualify to Participate Founders Fall 2017 Bootcamp

**LATEST UPDATES:**  
As of April 21, 2017

1. Tuition for participation is \$150 for non-members or \$75 for members or with scholarship.
2. Your application will be reviewed for selection to confirm your qualifications within 2 business days submission.
3. National University Southbay Campus located at 660 Bay Blvd #110, Chula Vista, CA 91910
4. National University Aquatic Center located at 3300, Goesno PI, National City, CA 91950

**PARTNERS:**

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# How Can You Support Us

**Recommend Small Business Owners to Register to attend National City Chamber of Commerce Website Now thru September 15, 2017**

Help us take **25 southbay small business owners** to the next level

- **Requirements:** Revenue generating business of \$100K
- **Costs:** \$150 / \$75 for Chamber and Partner Members
- **Scholarships:** Women, Ethnic Minority or Military Veterans
- **Contact :** Jacqueline Reynoso [\(619\) 890-6614](tel:6198906614)

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The following page(s) contain the backup material for Agenda Item: Farewell to 2016-2017 Miss National City Court and Introduction of 2017-2018 Miss National City Court. (Community Services)

**Item # \_\_\_\_**

**8/15/17**

**Farewell to 2016-2017 Miss National City Court and Introduction of  
2017-2018 Miss National City Court  
(Community Services)**

The following page(s) contain the backup material for Agenda Item: Recognition of Outgoing Student Council Representative, Jose Estrada and Introduction of Incoming Student Council Representative, Erika Gastelum. (City Clerk)

Item # \_\_\_\_

08/15/17

**RECOGNITION OF OUTGOING  
STUDENT COUNCIL REPRESENTATIVE, JOSE ESTRADA  
AND INTRODUCTION OF INCOMING  
STUDENT COUNCIL REPRESENTATIVE, ERIKA GASTELUM**

City Clerk

The following page(s) contain the backup material for Agenda Item: Interviews and Appointments: Veterans and Military Families Advisory Committee. (City Clerk)

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** August 15, 2017

**AGENDA ITEM NO.** \_\_\_\_\_

**ITEM TITLE:**

Interviews and Appointments: Veterans and Military Families Advisory Committee (City Clerk)

**PREPARED BY:** Michael R. Dalla

**DEPARTMENT:** City Clerk

**PHONE:** 619-336-4226

**APPROVED BY:** \_\_\_\_\_

**EXPLANATION:**

Earlier this year the City Council adopted Ordinance 2017-2432 establishing an eleven member Veterans and Military Families Advisory Committee.

To date, 9 individuals have submitted applications for appointment to the committee. All of them have been invited to appear for interview at the August 15<sup>th</sup> City Council meeting.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.** \_\_\_\_\_

**APPROVED:** \_\_\_\_\_ **Finance**

**APPROVED:** \_\_\_\_\_ **MIS**

**ENVIRONMENTAL REVIEW:**

**ORDINANCE:** INTRODUCTION: ☐ FINAL ADOPTION: ☐

**STAFF RECOMMENDATION:**

Conduct interviews

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

Applications

The following page(s) contain the backup material for Agenda Item: Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances considered at this meeting and providing that such Ordinances shall be introduced and/or adopted after a reading of the title only. (City Clerk)

Item # \_\_\_\_

08/15/17

**MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL  
CITY APPROVING THE WAIVING OF THE READING OF THE  
TEXT OF THE ORDINANCES CONSIDERED AT THIS MEETING  
AND PROVIDING THAT SUCH ORDINANCES SHALL BE  
INTRODUCED AND/OR ADOPTED AFTER A READING  
OF THE TITLE ONLY.**

(City Clerk)



The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing, 1) the acceptance of the San Diego Unified Port District's Tidelands Activation Grant funds of \$10,000 and \$2,460 in services provided by the San Diego Unified Port District; 2) the

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** August 15, 2017

**AGENDA ITEM NO.:**

**ITEM TITLE:**

Resolution of the City Council of the City of National City authorizing, 1) the acceptance of the San Diego Unified Port District's Tidelands Activation Grant funds of \$10,000 and \$2,460 in services provided by the San Diego Unified Port District; 2) the establishment of a Reimbursable Grants Citywide Fund appropriation of \$10,000 and corresponding revenue budget for special events at the National City Aquatic Center and Pepper Park, with no matching funds required; 3) and the City Manager to execute an agreement between the City of National City and the San Diego Unified Port District to receive FY18 Tidelands Activation Grant funds.

**PREPARED BY:** Audrey Denham

**PHONE:** 619-336-4243

**DEPARTMENT:** Community Services

**APPROVED BY:** 

**EXPLANATION:**

See staff report.

**FINANCIAL STATEMENT:**

**APPROVED:**  **FINANCE**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **MIS**

282-00000-3699 (Reimbursable Grants Citywide Fund contract services account) - \$10,000.00

282-418-058-299 (Reimbursable Grants Citywide Fund contract services account) - \$10,000.00

The Finance Department will establish an appropriation in the Reimbursable Grants Citywide Fund contract services account and deposit reimbursements into the same fund account, having no financial impact on the City's General Fund budget.

**ENVIRONMENTAL REVIEW:**

This is not a project and, therefore, not subject to environmental review.

**ORDINANCE:** INTRODUCTION ☐ FINAL ADOPTION ☐

**STAFF RECOMMENDATION:**

Adopt the resolution, authorizing 1) the acceptance of the San Diego Unified Port District's Tidelands Activation Grant funds; 2) the establishment of a Reimbursable Grants Citywide Fund appropriation of \$10,000 and corresponding revenue budget; 3) and the City Manager to execute the agreement between the City of National City and the San Diego Unified Port District.

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

1. Staff Report
2. Agreement



## City Council Staff Report

August 15, 2017

### ITEM

Staff Report: Resolution of the City Council of the City of National City authorizing, 1) the acceptance of the San Diego Unified Port District's Tidelands Activation Grant funds of \$10,000 and \$2,460 in services provided by the San Diego Unified Port District; 2) the establishment of a Reimbursable Grants Citywide Fund appropriation of \$10,000 and corresponding revenue budget for special events at the National City Aquatic Center and Pepper Park, with no matching funds required; 3) and the City Manager to execute an agreement between the City of National City and the San Diego Unified Port District to receive FY18 Tidelands Activation Grant funds.

### BACKGROUND

In an effort to support a vibrant and active waterfront, the San Diego Unified Port District (the Port) offers sponsorship of community organized events through the Tidelands Activation Program (TAP). The annual grant program supports events that engage the community and inspire visitors to enjoy San Diego Bay. Events are selected through a rigorous public evaluation process led by the TAP Advisory Committee, which includes members of the community. The City of National City (the City) was a recipient of the TAP grant in FY17, and received \$5,000 in funding and up to \$5,000 in Port provided services for Aquatic Adventures by the Bay. For FY18 City staff applied for the TAP grant and requested additional funding to enhance Aquatic Adventures by the Bay and add a new Family Fun and Fitness Series. In April of 2017, the City was awarded \$10,000 in funding and \$2,460 in Port provided services for FY18.

### DISCUSSION

In order to receive Port funding and services the City must enter into an agreement with the Port; following are key terms of the agreement:

City responsibilities:

- Include Port logo on visual materials such as flyers, posters, postcards, banners, videos, e-headers, newspaper/magazine ads, and giveaways
- Include Port logo on the City's webpage in the Events section
- Include Port logo and/or mention Port on social media posts
- Include Port logo and/or mention Port in press releases/media relations and City newsletter

- Hang Port banner in prominent location at the event
- Reserve prominent booth space for the Port to distribute promotional items and marketing materials

Port responsibilities:

- Financial support not to exceed \$10,000
- Service fee waivers not to exceed \$2,460
- Marketing and advertising support such as posting the event on Port webpage in Upcoming Events section, event creation on Facebook, and social media mentions on Facebook and Twitter
- Communications and publicity support such as mention of event in list of sponsored Tidelands Activation Program events press release and inclusion in E-blast distributions to Port newsletter subscribers
- Provide interactive booth with educational information and giveaways or provide materials for distribution and/or display

## **RECOMMENDATION**

Adopt the resolution, authorizing 1) the acceptance of the San Diego Unified Port District’s Tidelands Activation Grant funds; 2) the establishment of a Reimbursable Grants Citywide Fund appropriation of \$10,000 and corresponding revenue budget; 3) and the City Manager to execute the agreement between the City of National City and the San Diego Unified Port District.

## **FISCAL IMPACT**

The City of National City shall be compensated and reimbursed by the San Diego Unified Port District on the basis of invoices submitted. Department of Finance staff will establish the appropriation in the Reimbursable Grants Citywide Fund contract services account (282-418-058-299) and deposit reimbursements into the same fund account (282-00000-3699), thus having no financial impact on the City’s General Fund budget.

**AGREEMENT BETWEEN  
SAN DIEGO UNIFIED PORT DISTRICT  
and  
CITY OF NATIONAL CITY  
for  
THE CITY OF NATIONAL CITY'S FAMILY FUN AND FITNESS EVENT SERIES  
AGREEMENT NO. 128-2017ND**

The parties to this Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District) and CITY OF NATIONAL CITY, a California Municipality (Service Provider).

**Recitals:**

District and Service Provider desire to enter into an agreement for promotional services at The City of National City's Family Fun and Fitness Event Series.

Both parties agree to the following:

1. **SCOPE OF SERVICES.** Service Provider shall furnish all technical and professional labor, and materials to satisfactorily comply with Attachment A, Scope of Services, attached hereto and incorporated herein, as requested by District. Service Provider shall keep the Executive Director of the District or their designated representative informed of the progress of said services at all times.
2. **TERM OF AGREEMENT.** This Agreement shall commence on August 11, 2017 and shall terminate on September 16, 2018, subject to earlier termination as provided below.
3. **COMPENSATION.** For performance of services rendered pursuant to this Agreement and as further described in Attachment B, Compensation and Invoicing, attached hereto and incorporated herein; District shall compensate Service Provider based on the following, subject to the limitation of the maximum expenditure provided herein:
  - a. **Maximum Expenditure.** The District shall pay the Service Provider \$10,000.00, and provide \$2,460.00 in District Services for a maximum expenditure under this Agreement not to exceed \$12,460.00. Said

expenditure shall include without limitation all sums, charges, reimbursements, costs and expenses provided for herein. Service Provider shall not be required to perform further services after compensation has been expended. In the event that the Service Provider anticipates the need for services in excess of the maximum Agreement amount, the District shall be notified in writing immediately. District must approve an amendment to this Agreement before additional fees and costs are incurred.

- b. **Progress Documentation.** At the District's request, Service Provider shall provide District progress reports in a format and on a schedule as District directs. Progress reports shall include a description of work completed, cumulative dollar costs incurred, anticipated work for the next reporting period, percentage of work complete, and the expected completion date for remaining work. The report shall identify problem areas and important issues that may affect project cost and/or schedule. The report shall present actual percent completion versus planned percent completion.

#### 4. **RECORDS**

- a. Service Provider shall maintain full and complete records of the cost of services performed under this Agreement. Such records shall be open to inspection of District at all reasonable times in the City of San Diego and such records shall be kept for at least three (3) years after the termination of this Agreement.
- b. Such records shall be maintained by Service Provider for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved, whichever is later.
- c. Service Provider understands and agrees that District, at all times under this Agreement, has the right to review project documents and work in

progress and to audit financial records, whether or not final, which Service Provider or anyone else associated with the work has prepared or which relate to the work which Service Provider is performing for District pursuant to this Agreement regardless of whether such records have previously been provided to District. Service Provider shall provide District at Service Provider's expense a copy of all such records within five (5) working days of a written request by District. District's right shall also include inspection at reasonable times of the Service Provider's office or facilities, which are engaged in the performance of services pursuant to this Agreement. Service Provider shall, at no cost to District furnish reasonable facilities and assistance for such review and audit. Service Provider's failure to provide the records within the time requested shall preclude Service Provider from receiving any compensation due under this Agreement until such documents are provided.

5. **SERVICE PROVIDER'S SUB-CONTRACTORS**

- a. It may be necessary for Service Provider to sub-contract for the performance of certain technical services or other services for Service Provider to perform and complete the required services; provided, however, all Service Provider's sub-contractors shall be subject to prior written approval by District. The Service Provider shall remain responsible to District for any and all services and obligations required under this Agreement, whether performed by Service Provider or Service Provider's sub-contractors. Service Provider shall compensate each Service Provider's sub-contractors in the time periods required by law. Any Service Provider's sub-contractors employed by Service Provider shall be independent Service Providers and not agents of District. Service Provider shall insure that Service Provider's sub-contractors satisfy all substantive requirements for the work set forth by this Agreement, including insurance and indemnification.

- b. Service Provider shall also include a clause in its Agreements with Service Provider's sub-contractors which reserves the right, during the performance of this Agreement and for a period of three (3) years following termination of this Agreement, for a District representative to audit any cost, compensation or settlement resulting from any items set forth in this Agreement. This clause shall also require Service Provider's sub-contractors to retain all necessary records for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved, whichever is later.

6. **COMPLIANCE**

- a. In performance of this Agreement, Service Provider and Service Provider's sub-contractors shall comply with the California Fair Employment and Housing Act, the American with Disabilities Act, and all other applicable federal, state, and local laws prohibiting discrimination, including without limitation, laws prohibiting discrimination because of age, ancestry, color, creed, denial of family and medical care leave, disability, marital status, medical condition, national origin, race, religion, sex, or sexual orientation. Service Provider shall comply with the prevailing wage provisions of the Labor Code, and the Political Reform Act provisions of the Government Code, as applicable.
- b. Service Provider shall comply with all Federal, State, regional and local laws, and district Ordinances and Regulations applicable to the performance of services under this Agreement as exist now or as may be added or amended.

7. **INDEPENDENT ANALYSIS.** Service Provider shall provide the services required by this Agreement and arrive at conclusions with respect to the rendition of information, advice or recommendations, independent of the control and direction of District, other than normal contract monitoring provided, however, Service Provider shall possess no authority with respect to any District decision.



8. **ASSIGNMENT.** This is a personal services Agreement between the parties and Service Provider shall not assign or transfer voluntarily or involuntarily any of its rights, duties, or obligations under this Agreement without the express written consent of District in each instance.

9. **INDEMNIFY, DEFEND, HOLD HARMLESS**

- a. **Duty to Indemnify, duty to defend and hold harmless:** To the fullest extent provided by law, Service Provider agrees to defend, indemnify and hold harmless the District, its agents, officers or employees, from and against any claim, demand, action, proceeding, suit, liability, damage, cost (including reasonable attorneys' fees) or expense for, including but not limited to, damage to property, the loss or use thereof, or injury or death to any person, including Service Provider's officers, agents, subcontractors, employees, ("Claim"), caused by, arising out of, or related to the performance of services by Service Provider as provided for in this Agreement **or related to the 2017 "The City of National City's Family Fun and Fitness Event Series"**, or failure to act by Service Provider, its officers, agents, subcontractors and employees. The Service Provider's duty to defend, indemnify, and hold harmless shall not include any Claim arising from the active negligence, sole negligence or willful misconduct of the District, its agents, officers, or employees.
- b. The Service Provider further agrees that the duty to indemnify, and the duty to defend the District as set forth in 9.a, requires that Service Provider pay all reasonable attorneys' fees and costs District incurs associated with or related to enforcing the indemnification provisions, and defending any Claim arising from the services of the Service Provider provided for in this Agreement.
- c. The District may, at its own election, conduct its defense, or participate in the defense of any Claim related in any way to this Agreement. If the District chooses at its own election to conduct its own defense, participate

in its own defense or obtain independent legal counsel in defense of any Claim arising from the services of Service Provider provided for in this Agreement, Service Provider agrees to pay all reasonable attorneys' fees and all costs incurred by District.

10. **INSURANCE REQUIREMENTS**

a. Service Provider shall at all times during the term of this Agreement maintain, at its expense, the following minimum levels and types of insurance:

(1) Commercial General Liability (including, without limitation, Contractual Liability, Personal Injury, Advertising Injury, and Products/Completed Operations) coverages, with coverage at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence Form CG 0001) with limits no less than one million dollars (\$1,000,000) per Occurrence and two million dollars (\$2,000,000) Aggregate for bodily injury, personal injury and property damage.

(a) The deductible or self-insured retention on this Commercial General Liability shall not exceed \$5,000 unless District has approved of a higher deductible or self-insured retention in writing.

(b) The Commercial General Liability policy shall be endorsed to include the District; its agents, officers and employees as additional insureds in the form as required by the District. An exemplar endorsement is attached (Exhibit A, Certificate of Insurance, attached hereto and incorporated herein).

(c) The coverage provided to the District, as an additional insured, shall be primary and any insurance or self-

insurance maintained by the District shall be excess of the Service Provider's insurance and shall not contribute to it.

- (d) The Commercial General Liability policy shall be endorsed to include a waiver of transfer of rights of recovery against the District ("Waiver of Subrogation").
  - (2) Commercial Automobile Liability (Owned, Scheduled, Non-Owned, or Hired Automobiles) written at least as broad as Insurance Services Office Form Number CA 0001 with limits of no less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
  - (3) Workers' Compensation, statutory limits, is required of the Service Provider and all sub-consultants (or be a qualified self-insured) under the applicable laws and in accordance with "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Employer's Liability, in an amount of not less than one million dollars (\$1,000,000) each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee. This policy shall be endorsed to include a waiver of subrogation endorsement, where permitted by law.
  - (4) Excess Liability insurance with limits no less than one million dollars (\$1,000,000) per occurrence and aggregate. This policy must provide excess insurance over the same terms and conditions required above for the General Liability, Automobile Liability and Employer's Liability policies.
- b. Service Provider shall furnish District with certificates of insurance coverage for all the policies described above upon execution of this Agreement and upon renewal of any of these policies. A Certificate of Insurance in a form acceptable to the District, an exemplar Certificate of

Insurance is attached as Exhibit A and made a part hereof, evidencing the existence of the necessary insurance policies and endorsements required shall be kept on file with the District. Except in the event of cancellation for non-payment of premium, in which case notice shall be 10 days, all such policies must be endorsed so that the insurer(s) must notify the District in writing at least 30 days in advance of policy cancellation. Service Provider shall also provide notice to District prior to cancellation of, or any change in, the stated coverages of insurance.

- c. The Certificate of Insurance must delineate the name of the insurance company affording coverage and the policy number(s) specifically referenced to each type of insurance, either on the face of the certificate or on an attachment thereto. If an addendum setting forth multiple insurance companies or underwriters is attached to the certificate of insurance, the addendum shall indicate the insurance carrier or underwriter who is the lead carrier and the applicable policy number for the CGL coverage.
- d. Furnishing insurance specified herein by the District will in no way relieve or limit any responsibility or obligation imposed by the Agreement or otherwise on Service Provider or Service Provider's sub-contractors or any tier of Service Provider's sub-contractors. District shall reserve the right to obtain complete copies of any of the insurance policies required herein.
- e. Service Provider may satisfy the requirements of this Section 10 by maintaining its lawful self-insured status with County Supervisors Association of California Excess Insurance Authority (CSAC-EIA) during the term of this Agreement. Customer maintains a self-insured retention of \$250,000 with CSAC-EIA.

11. **ACCURACY OF SERVICES.** Service Provider shall be responsible for the technical accuracy of its services and documents resulting therefrom and District

shall not be responsible for discovering deficiencies therein. Service Provider shall correct such deficiencies without additional compensation. Furthermore, Service Provider expressly agrees to reimburse District for any costs incurred as a result of such deficiencies. Service Provider shall make decisions and carry out its responsibilities hereunder in a timely manner and shall bear all costs incident thereto so as not to delay the District, the project, or any other person related to the project, including the Service Provider or its agents, employees, or subcontractors.

12. **INDEPENDENT CONTRACTOR.** Service Provider and any agent or employee of Service Provider shall act in an independent capacity and not as officers or employees of District. The District assumes no liability for the Service Provider's actions and performance, nor assumes responsibility for taxes, bonds, payments or other commitments, implied or explicit by or for the Service Provider. Service Provider shall not have authority to act as an agent on behalf of the District unless specifically authorized to do so in writing. Service Provider acknowledges that it is aware that because it is an independent contractor, District is making no deductions from its fee and is not contributing to any fund on its behalf. Service Provider disclaims the right to any fee or benefits except as expressly provided for in this Agreement.
13. **ADVICE OF COUNSEL.** The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the parties hereto. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California.
14. **INDEPENDENT REVIEW.** Each party hereto declares and represents that in entering into this Agreement it has relied and is relying solely upon its own

judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares and represents that this Agreement is being made without reliance upon any statement or representation not contained herein of any other party, or any representative, agent or attorney of any other party.

15. **INTEGRATION AND MODIFICATION.** This Agreement contains the entire Agreement between the parties and supersedes all prior negotiations, discussion, obligations and rights of the parties in respect of each other regarding the subject matter of this Agreement. There is no other written or oral understanding between the parties. No modifications, amendment or alteration of this Agreement shall be valid unless it is in writing and signed by the parties hereto.
16. **OWNERSHIP OF RECORDS.** Any and all materials and documents, including without limitation drawings, specifications, computations, designs, plans, investigations and reports, prepared by Service Provider, if any, pursuant to this Agreement, shall be the property of District from the moment of their preparation and the Service Provider shall deliver such materials and documents to District at the Don L. Nay Port Administration Building (located at 3165 Pacific Highway, San Diego, California 92101) whenever requested to do so by District. However, Service Provider shall have the right to make duplicate copies of such materials and documents for its own file, or other purposes as may be expressly authorized in writing by District. Said materials and documents prepared or acquired by Service Provider pursuant to this Agreement (including any duplicate copies kept by the Service Provider) shall not be shown to any other public or private person or entity, except as authorized by District or as required by law. Service Provider shall not disclose to any other public or private person or entity any information regarding the activities of District, except as expressly authorized in writing by District or as required by law.
17. **TERMINATION.** In addition to any other rights and remedies allowed by law, the Executive Director (President/CEO) of District may terminate this Agreement at

any time with or without cause by giving thirty (30) days written notice to Service Provider of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall at the option of District be delivered by Service Provider to the Don L. Nay Port Administration Building (located at 3165 Pacific Highway, San Diego, California 92101). Termination of this Agreement by Executive Director (President/CEO) as provided in this paragraph shall release District from any further fee or claim hereunder by Service Provider other than the fee earned for services which were performed prior to termination but not yet paid. Said fee shall be calculated and based on the schedule as provided in this Agreement.

18. **DISPUTE RESOLUTION**

- a. If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and is not settled by direct negotiation or such other procedures as may be agreed, and if such dispute is not otherwise time barred, the parties agree to first try in good faith to settle the dispute amicably by mediation administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, prior to initiating any litigation or arbitration. Notice of any such dispute must be filed in writing with the other party within a reasonable time after the dispute has arisen. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate.
- b. If mediation is unsuccessful in settling all disputes that are not otherwise time barred, and if both parties agree, any still unresolved disputes may be resolved by arbitration administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, provided, however, that the Arbitration Award shall be non-binding and advisory only. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate. On demand of the arbitrator or any party to this

Agreement, sub-contractor and all parties bound by this arbitration provision agree to join in and become parties to the arbitration proceeding.

- c. The foregoing mediation and arbitration procedures notwithstanding, all claim filing requirements of the Agreement documents, the California Government Code, and otherwise, shall remain in full force and effect regardless of whether or not such dispute avoidance and resolution procedures have been implemented, and the time periods within which claims are to be filed or presented to the District Clerk as required by said Agreement, Government Code, and otherwise, shall not be waived, extended or tolled thereby. If a claim is not timely filed or presented, such claim shall be time barred and the above dispute avoidance and resolution procedures, whether or not implemented or then pending, shall likewise be time barred as to such claims.

19. **PAYMENT BY DISTRICT.** Payment by the District pursuant to this Agreement does not represent that the District has made a detailed examination, audit, or arithmetic verification of the documentation submitted for payment by the Service Provider, made an exhaustive inspection to check the quality or quantity of the services performed by the Service Provider, made an examination to ascertain how or for what purpose the Service Provider has used money previously paid on account by the District, or constitute a waiver of claims against the Service Provider by the District. The District may in its sole discretion withhold payments or seek reimbursement from the Service Provider for expenses, miscellaneous charges, or other liabilities or increased costs incurred or anticipated by the District which are the fault of or as result of work performed or negligent conduct by or on behalf of the Service Provider. Upon five (5) day written notice to the Service Provider, the District shall have the right to estimate the amount of expenses, miscellaneous charges, or other liabilities or increased costs and to cause the Service Provider to pay the same; and the amount due the Service Provider under this Agreement or the whole or so much of the money due or to become due to the Service Provider under this Agreement as may be considered reasonably necessary by the District shall be retained by the District until such



expenses, miscellaneous charges, or other liabilities or increased costs shall have been corrected or otherwise disposed of by the Service Provider at no expense to the District. If such expenses, miscellaneous charges, or other liabilities or increased costs are not corrected or otherwise disposed of at no expense to the District prior to completion date of the Agreement, the District is authorized to pay for such expenses, miscellaneous charges, or other liabilities or increased costs from the amounts retained as outlined above or to seek reimbursement of same from the Service Provider. It is the express intent of the parties to this Agreement to protect the District from loss because of conduct by or on behalf of the Service Provider.

20. **CAPTIONS.** The captions by which the paragraphs of this Agreement are identified are for convenience only and shall have no effect upon its interpretation.

21. **EXECUTIVE DIRECTOR'S SIGNATURE.** It is an express condition of this Agreement that said Agreement shall not be complete nor effective until signed by either the Executive Director (President/CEO) or Authorized Designee on behalf of the District and by Authorized Representative of the Service Provider.

a. Submit all correspondence regarding this Agreement to:

Jim Hutzelman  
Waterfront Arts & Activation  
San Diego Unified Port District  
P.O. Box 120488  
San Diego, CA 92112-0488  
Tel. 619-686-6545  
Email: [jhutzelm@portofsandiego.org](mailto:jhutzelm@portofsandiego.org)

- b. The Service Provider's Authorized Representative assigned below has the authority to authorize changes to the scope, terms and conditions of this Agreement:

Leslie Deese  
City of National City  
1243 National City Blvd.  
National City, CA 91950  
Tel. 619-339-4240  
Email: [leese@nationalcityca.gov](mailto:leese@nationalcityca.gov)

- c. Written notification to the other party shall be provided, in advance, of changes in the name or address of the designated Authorized Representative.

**SAN DIEGO UNIFIED PORT DISTRICT**

**CITY OF NATIONAL CITY**

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Yvonne Wise  
Director, Waterfront Arts & Activation

---

Leslie Deese  
City Manager

Approved as to form and legality:  
GENERAL COUNSEL

---

By: Assistant/Deputy

A manually signed copy of this Agreement transmitted by email or any other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

## **ATTACHMENT A SCOPE OF SERVICES**

### **San Diego Unified Port District**

#### **Promotional Services**

In return for a marketing sponsorship investment of \$10,000 in District funding and \$2,460 in District services, the Service Provider agrees to promote District and/or commerce, navigation, recreation, fisheries and tenant businesses on the District tidelands. The Service Provider agrees to provide the District the following in return for the marketing sponsorship investment:

#### **Event Organizer will provide:**

##### **Marketing & Advertising Inclusion:**

- Inclusion in visual materials:
  - PoSD Logo in printed event art including flyers, posters, and postcards
  - PoSD Logo in digital event art including banners, memes, cover art, background art, and e-headers
  - PoSD Logo in all print advertising including newspaper and magazine ads
- Inclusion in digital materials:
  - PoSD Logo on website with link to the [Port's TAP page](https://www.portofsandiego.org/recreation/tidelands-activation-program.html):  
<https://www.portofsandiego.org/recreation/tidelands-activation-program.html>
- Inclusion in Social Media
  - Facebook: Posts mentioning PoSD sponsorship tagging [@portofsandiego](#), #SanDiegoBay and/or #GoSanDiego
  - Twitter: Tweets mentioning PoSD sponsorship tagging [@portofsandiego](#), #SanDiegoBay and/or #GoSanDiego

##### **Communications & Publicity Inclusion:**

- Press Releases/Media Relations:
  - Include PoSD in list of sponsors in at least one press release
- Mention of PoSD as sponsor and inclusion of TAP Boiler in event specific E-blast distribution

##### **On-Site Inclusion:**

- Prominent PoSD TAP banner placement near stage or entry at all events
- Reserved prominent space for placement of Port's TAP Booth 10x10 or 10x20
- Opportunity to distribute promotional items and marketing materials at information booth or in gift bags

**Port of San Diego to provide:****Financial Support:** \$10,000**Service Fee Waivers:** \$2,460**Marketing & Advertising support:**

- Inclusion of event on PoSD TAP webpage in Upcoming Events section.
- Event Creation on Facebook with link back to event organization website for more information or ticket purchase
- Social media mentions on Facebook (35,000 fans) and Twitter (25,000 followers) tagging handles provided by event organizer, using #SanDiegoBay and/or #GoSanDiego

**Communications & Publicity Inclusion:**

- Mention in list of sponsored Tidelands Activation Program events press release sent out by the Port annually
- Inclusion in E-blast distributions to PoSD newsletter subscribers Community Events, Recreation & Tours list (1,500 subscribers) and/or Headlines list (2,500 subscribers).

**On-Site MarCom presence:**

- Interactive Booth 10x10 or 10x20 with educational information and giveaways
- Provided materials for distribution and/or display

Tidelands Activation Program Agreement: The parties acknowledge and agree the total amounts of cash and services provided by District through the 2018-19 Tidelands Activation Program may not equal the sums of cash and services granted in the Tidelands Activation Program Agreement, specifically cash and services. In such case, there is not a breach of the Tidelands Activation Program Agreement by the District. In the event the applicant disputes terms of the Tidelands Activation Program Agreement, applicant shall have no right to a credit or offset in any other agreements inclusive of the Tidelands Use & Occupancy Permit or leases between Parties.

In order to ensure payment of invoices, Service Provider will forward to District proof that it provided the above-mentioned promotional services prior to June 30, 2019.

**District Stormwater Conditions**

The District is charged with prohibiting all non-stormwater discharges into the stormwater conveyance systems on District tidelands pursuant to San Diego Regional Water Quality Control Board Order No. R9-2013-0001 (NPDES Permit No. CAS0109266, "Municipal Stormwater Permit"). The District has the authority under State law to make and enforce necessary rules and regulations governing, among other things, stormwater management and discharge control. The District's stormwater

regulations are found in Article 10 of the San Diego Unified Port District Code (“District Code”).

Special events have been identified by the District as a potential source of non-stormwater discharges to the storm drain system and San Diego Bay. Discharges to the storm drain system or the Bay that are not entirely stormwater are considered a violation of the District’s Code. To prevent unauthorized discharges, the District requires the implementation and maintenance of Best Management Practices (BMPs) at special events. **Trash, bacteria and metals have been identified by the Port of San Diego as the highest priority pollutants for the bay. Any trash, sources of bacteria or metals that are generated by your event and not cleaned up will result in the issuance of an administrative citation. The discharge of any event-related material into the storm drain system or the bay will also result in an automatic issuance of a citation.** BMPs specific to the activities planned for each special event are to be identified prior to the event time. In addition, the following BMPs must also be implemented as applicable:

- Trash dumpsters, portable toilets, or generators shall have secondary containment and must be located at least 10 feet away from any open stormdrain inlets or catch basins and the water’s edge.
- All waste containers must be covered when not in use. Dumpsters must have lids closed and covered.
- Keep outdoor areas neat and clean during and after event.
- Remove and dispose of debris generated by the event that may be in the storm drain system.
- Waste containers should be kept at acceptable levels (not overflowing).
- Full trash bags must be transported in a spill proof container to ensure that any leaks from the bags do not spill on the ground.
- Regularly conduct outdoor sweeping of hardscape areas like the parking lot, (if spaces have been requested) sidewalks or any other paved area within your event site to adequately control dust and debris.
- Minimize outdoor material storage areas in and around your event space.
- Keep outdoor material storage areas clean and dry.
- Keep the event site clear from indoor activities being tracked outdoors (e.g. dirt or spilled liquids being stepped in and tracked outside)
- Keep materials stored under overhead cover (e.g. tarps or canopies) or within secondary containment.
- Keep stored materials closed and secure with proper labels.
- All spills (oil, grease, trash juice and beverages) must be cleaned up in a timely manner. Some spills will require the use of a power washer to remove the stain.

- Capture, contain, and properly dispose of all wash water used before, during, and after the event. Wash water can be disposed of to the sewer (sinks or toilets) or to landscaped areas if there are no hazardous materials in the wash water. If hazardous materials are present, you must hire someone who is a licensed hazardous waste removal company to properly dispose of the water.
- Keep event clear of illicit connections to the storm drain system and unauthorized non-stormwater discharges to the storm drain system or the bay. **Only rain is allowed in the storm drain system or the bay.**
- Minimize the volume of cleaning water to decrease wastewater
- Keep site clear of leaking fluids from vehicles and equipment. Use drip pans under vehicles or equipment.
- Regularly conduct preventive maintenance on all vehicles and equipment directly associated with the event to ensure no leaks are present.
- A spill kit is to be accessible to the event coordinator or person in charge of spill response.
- Have absorbent booms or spill materials available when fueling vehicles and equipment on-site.
- Train employees in stormwater, spill response, and pollution prevention.
- Conduct routine inspections of BMPs and storm drain system to ensure that BMPs are functioning properly and that no discharges to the storm drains have occurred.

BMP implementation record and the stormwater training will be filled out and signed by event organizer during the environmental walk-through. Direction related to permitted special event activities can be found in the District's Jurisdictional Runoff Management Document (JRMP). The JRMP is available on the District website: (<https://www.portofsandiego.org/environment/clean-water.html>) or by contacting the Planning and Green Port (PGP) Department, (619) 686-6254.

**ATTACHMENT B  
COMPENSATION & INVOICING  
San Diego Unified Port District**

**1. COMPENSATION**

- a. For the satisfactory performance and completion of the services under this Agreement, District shall pay Service Provider compensation as set forth hereunder.
  - (1) Service Provider shall be compensated and reimbursed by District on the basis of invoices submitted. Each invoice shall include:
    - (a) Date work performed;
    - (b) Description of the work performed;

**2. INVOICING**

- a. **Payment Documentation.** Service Provider shall include the following information on each invoice submitted for payment by District.
  - (1) Agreement No. 128-2017ND
  - (2) The following certification phrase, with printed name, title and signature of Service Provider's project manager or designated representative:

"I certify under penalty of perjury that the above statement is just and correct according to the terms of Document No. \_\_\_\_\_, and that payment has not been received."
  - (3) Dates of service provided
  - (4) Date of invoice
  - (5) A unique invoice number
- b. District shall, at its discretion, return to Service Provider, without payment, any invoice, which has been submitted without the above information and certification phrase.
- c. Invoices shall be mailed to the attention of: Jim Hutzelman, Marketing Department, P.O. Box 120488, San Diego Unified Port District, San Diego, CA 92112-0488.
- d. Should District contest any portion of an invoice, that portion shall be held for resolution, but the uncontested balance shall be processed for payment. District may, at any time, conduct an audit of any and all records kept by Service Provider for the Services. Any overpayment discovered in such an audit may be charged against the Service Provider's future invoices and any retention funds.

- e. Service Provider shall submit all invoices within thirty (30) days of completion of work represented by the request and within sixty (60) days of incurring costs to be reimbursed under the Agreement. Payment will be made to Service Provider immediately after receipt of a proper Invoice.



**EXHIBIT A**  
**CERTIFICATE OF INSURANCE**  
**San Diego Unified Port District**

By signing this form, the authorized agent or broker **certifies** the following:

- (1) The Policy or Policies described below have been issued by the noted Insurer(s) [Insurance Company(ies)] to the Insured and is (are) in force at this time.
- (2) As required in the Insured's agreement(s) with the District, the policies include, or have been endorsed to include, the coverages or conditions of coverage **noted on page 2 of this certificate**.
- (3) Signed copies of **all** endorsements issued to effect require coverages or conditions of coverage are attached to this certificate.

**Return this form to:**

**San Diego Unified Port District**  
**c/o Ebix BPO**  
**P.O. Box 100085 – 185**  
**Duluth, GA 30096 – OR –**  
**Email: [sdupd@prod.certificatesnow.com](mailto:sdupd@prod.certificatesnow.com)**  
**Fax: 1-866-866-6516**

Name and Address of Insured (Consultant)

SDUPD Agreement Number: \_\_\_\_\_

This certificate applies to all operations of named insureds on District property in connection with all agreements between the District and Insured.

CO LTR	TYPE OF INSURANCE	POLICY NO.	DATES	LIMITS
	<b>Commercial General Liability</b> <input type="checkbox"/> Occurrence Form <input type="checkbox"/> Claims-made Form Retro Date _____ <input type="checkbox"/> Liquor Liability Deductible/SIR: \$ _____		<b>Commencement Date:</b>  <b>Expiration Date:</b>	<b>Each Occurrence:</b> \$ _____  <b>General Aggregate:</b> \$ _____
	<b>Commercial Automobile Liability</b> <input type="checkbox"/> All Autos <input type="checkbox"/> Owned Autos <input type="checkbox"/> Non-Owned & Hired Autos		<b>Commencement Date:</b>  <b>Expiration Date:</b>	<b>Each Occurrence:</b> \$ _____
	<b>Workers' Compensation – Statutory</b>  Employer's Liability		<b>Commencement Date:</b>  <b>Expiration Date:</b>	E.L. Each Accident \$ _____  E.L. Disease Each Employee \$ _____ E.L. Disease Policy Limit \$ _____
	<b>Excess/Umbrella Liability</b>		<b>Commencement Date:</b>  <b>Expiration Date:</b>	Each Occurrence: \$ _____  General Aggregate: \$ _____

CO LTR	COMPANIES AFFORDING COVERAGE	A. M. BEST RATING
A		
B		
C		
D		

**A. M. Best Financial Ratings of Insurance Companies Affording Coverage Must be A-VII or better unless approved in writing by the District.**

Name and Address of Authorized Agent(s) or Broker(s)	E-mail Address:
	Phone: _____ Fax Number: _____
	Signature of Authorized Agent(s) or Broker(s)
	Date: _____

## **SAN DIEGO UNIFIED PORT DISTRICT**

### **REQUIRED INSURANCE ENDORSEMENT**

<b><u>ENDORSEMENT NO.</u></b>	<b><u>EFFECTIVE DATE</u></b>	<b><u>POLICY NO.</u></b>
<b>NAMED INSURED:</b>		
<b>GENERAL DESCRIPTION OF AGREEMENT(S) AND/OR ACTIVITY(IES):</b> All written agreements, contracts and leases with the San Diego Unified Port District and any and all activities or work performed on district premises		

**Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or in any endorsement now or hereafter attached thereto, it is agreed as follows:**

1. The San Diego Unified Port District, its officers, agents, and employees are additional insureds in relation to those operations, uses, occupations, acts, and activities described generally above, including activities of the named insured, its officers, agents, employees or invitees, or activities performed on behalf of the named insured.
2. Insurance under the policy(ies) listed on this endorsement is primary and no other insurance or self-insured retention carried by the San Diego Unified Port District will be called upon to contribute to a loss covered by insurance for the named insured.
3. This endorsement shall include a waiver of transfer of rights of recovery against the San Diego Unified Port District ("Waiver of Subrogation").
4. The policy(ies) listed on this endorsement will apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.
5. As respects the policy(ies) listed on this endorsement, with the exception of cancellation due to nonpayment of premium, thirty (30) days written notice by certified mail, return receipt requested, will be given to the San Diego Unified Port District prior to the effective date of cancellation. In the event of cancellation due to nonpayment of premium, ten (10) days written notice shall be given.

Except as stated above, and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements or exclusions of the policy(ies) to which this endorsement applies.

\_\_\_\_\_  
(NAME OF INSURANCE COMPANY)

\_\_\_\_\_  
(SIGNATURE OF INSURANCE COMPANY AUTHORIZED REPRESENTATIVE)

#### **MAIL THIS ENDORSEMENT AND NOTICES OF CANCELLATION:**

San Diego Unified Port District  
c/o Ebix BPO  
P.O. Box 100085 – 185  
Duluth, GA 30096 – OR –  
Email to: [sdupd@prod.certificatesnow.com](mailto:sdupd@prod.certificatesnow.com)  
Fax: 1-866-866-6516

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City rescinding Resolution Number 2017-68 approved by City Council on May 2, 2017 for the KaBOOM! grant. (Community Services)

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** August 15, 2017

**AGENDA ITEM NO.** |

**ITEM TITLE:**

Resolution of the City Council of the City of National City rescinding Resolution Number 2017-68 approved by City Council on May 2, 2017 for the KaBOOM! grant.

**PREPARED BY:** Audrey Denham

**DEPARTMENT:** Community Services

**PHONE:** 619-336-4243

**APPROVED BY:**



**EXPLANATION:**

On May 2, 2017, City Council authorized the City Manager to sign a letter of intent with KaBOOM! in order to advance the City in the grant selection process for the grant funding of a replacement playground at Kimball Park. KaBOOM! acts as an intermediary, matching donors (funding partners) with organizations in need of funding for playground equipment. During the grant application review process, staff was made aware that the funding partner requested the KaBOOM! grant replace the Las Palmas Park Playground instead of the Kimball Park Playground. In order for the City to move forward in the application process, staff re-submitted grant application documents in support of a new KaBOOM! playground at Las Palmas Park. The City has been awarded the KaBOOM! grant for Las Palmas Park and authorization to accept the grant is in a companion agenda item. This agenda item seeks to rescind the previous resolution for a playground at Kimball Park.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **MIS**

**ENVIRONMENTAL REVIEW:**

This is not a project and, therefore, is not subject to environmental review.

**ORDINANCE:** INTRODUCTION: ☐

**FINAL ADOPTION:** ☐

**STAFF RECOMMENDATION:**

Adopt the resolution, rescinding Resolution Number 2017-68 approved by City Council on May 2, 2017 for the KaBOOM! grant to build a new playground at Kimball Park.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing 1) the acceptance of the KaBOOM! grant to build a new playground at Las Palmas Park; 2) use of the General Fund Las Palmas Park Improvements balance to provide matching funds of \$8,50

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** August 15, 2017

**AGENDA ITEM NO.:**

**ITEM TITLE:**

Resolution of the City Council of the City of National City authorizing 1) the acceptance of the KaBOOM! grant to build a new playground at Las Palmas Park; 2) use of the General Fund Las Palmas Park Improvements balance to provide matching funds of \$8,500 as required by KaBOOM!; 3) use of the General Fund Materials and Supplies balance to provide funds of \$3,500 for food, water, music, and tools; 4) the City Manager to execute the KaBOOM! Community Partner Playground Agreement; 5) the City Manager to execute necessary addendums to the Community Partner Playground Agreement.

**PREPARED BY:** Audrey Denham

**PHONE:** 619-336-4243

**DEPARTMENT:** Community Services

**APPROVED BY:**



**EXPLANATION:**

See attached explanation.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

001-409-500-598-4133 (Las Palmas Park Improvements) - \$8,500

001-416-029-399-0000 (Materials and Supplies) - \$3,500

*Funds are appropriated and available in the above accounts.*

**APPROVED:**



**FINANCE**

**APPROVED:**

**MIS**

**ENVIRONMENTAL REVIEW:**

This is not a project and, therefore, is not subject to environmental review.

**ORDINANCE:**    **INTRODUCTION** ☐    **FINAL ADOPTION** ☐

**STAFF RECOMMENDATION:**

Adopt the resolution, authorizing 1) the acceptance of the KaBOOM! grant; 2) use of the General Fund Las Palmas Park Improvements balance to provide matching funds of \$8,500; 3) use of the General Fund Materials and Supplies balance to provide funds of \$3,500; 4) the City Manager to execute the KaBOOM! Community Partner Playground Agreement; 5) the City Manager to execute necessary addendums to the Agreement.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Community Partner Playground Agreement

## EXPLANATION

On May 2, 2017, City Council authorized the City Manager to sign a letter of intent with KaBOOM! in order to advance the City in the grant selection process for the grant funding of a replacement playground at Kimball Park. KaBOOM! acts as an intermediary, matching donors (funding partners) with organizations in need of funding for playground equipment. During the grant application review process, staff was made aware that the funding partner requested the KaBOOM! grant replace the Las Palmas Park Playground instead of the Kimball Park Playground. Given that the equipment currently in place at the Las Palmas Playground has reached the end of its useful life and has been identified by Parks staff as a priority for replacement, at KaBOOM!'s request, in order for the City to move forward in the application process, staff re-submitted grant application documents in support of a new KaBOOM! playground at Las Palmas Park. On August 2, 2017, staff was notified that the City has been awarded the KaBOOM! grant for Las Palmas Park. With this action, staff seeks City Council authorization to accept the grant award for Las Palmas Park.

The estimated playground completion timeframe is October or November of 2017. The process to design and build the Las Palmas Park playground is approximately 6 to 8 weeks and includes meeting the KaBOOM! project manager and funding partner, a site walk with KaBOOM! and City staff, youth and adult workshops to design the playground, site preparations by the Public Works department, and a community event to build the playground with 150 volunteers. It is anticipated that the Las Palmas Playground will be closed to the public for approximately 8 weeks, but the closure may vary depending on site preparations and KaBOOM!'s schedule. The KaBOOM! grant, will provide the remaining funds needed to replace the equipment. The current playground is approximately 3,040 square feet, and KaBOOM! will supply playground equipment for a 2,500 square foot area.

All other conditions of award remain the same. As part of the grant the City is responsible for paying KaBOOM! \$8,500, which will be applied to the purchase of playground equipment. The City is also responsible for providing food, water, tools and music for volunteers during the design and build process, which is estimated at \$3,500. City staff will work with local service clubs and businesses to secure donations to help offset the additional \$3,500. The Engineering and Public Works Department has available funds to cover the \$8,500 and \$3,500 required by KaBOOM!.



## COMMUNITY PARTNER PLAYGROUND AGREEMENT

August 2, 2017

KaBOOM!, Inc., a Washington, D.C. corporation (referred to herein as KaBOOM!) is pleased that the City of National City, a municipal corporation (referred to herein as the Community Partner) has agreed to collaborate with KaBOOM! and Dr Pepper Snapple Group (referred to herein as the Funding Partner) in the construction of a new playground at Las Palmas Park, located at 1810 E 22nd St, National City, CA 91950 (the "Project"). This Community Partner Playground Agreement (this "Agreement"), which sets forth the Community Partner's obligations in connection with the Project and certain matters on which the parties have agreed, will, when executed by the duly authorized representatives of each party, supersede any prior agreements and represent the complete legally binding agreement between the parties regarding the Project.

1. Obligations of the Community Partner. The Community Partner shall work with KaBOOM! and the Funding Partner as well as community residents to design, plan and build the Project. By executing this Agreement, the Community Partner is unconditionally agreeing to each of the following obligations, in each case meeting the requirements provided by KaBOOM!:
  - (a) Fundraising. In support of the Project, the Community Partner must contribute \$8,500 to KaBOOM!, which will apply the funds directly to the purchase of playground equipment. KaBOOM! will invoice the Community Partner for such amount promptly following the execution of this Agreement, which amount must be paid in full at least thirty (30) days prior to the Project's Build Day (as defined below).
  - (b) Project Site.
    - (i) Ownership. At the time of execution of this Agreement, the Community Partner shall provide KaBOOM! with proof of land ownership evidenced by either a deed granting title to the property to the Community Partner or a letter from the property owner showing approval for the Project. The Community Partner is the owner of the playground in its entirety, for the lifetime of the playground, including the equipment and/or safety surfacing purchased by KaBOOM! and/or the Funding Partner.
    - (ii) Permits. Prior to Build Day, the Community Partner shall obtain or cause to be obtained all necessary permits and licenses regarding the installation, possession and use of the playground in compliance with applicable laws and regulations.
    - (iii) Preparation. The Community Partner shall ensure that the Project site is safe for volunteers and children, which responsibility includes: (1) recruiting fifteen (15) adult volunteers to participate in preparation activities two to three days prior to Build Day; (2) preparing the site for the installation of the Project at least two weeks before Build Day, which includes removing existing playground equipment, footers and safety surfacing, grading the land, removing fencing and performing soil tests; (3) conducting up to two (2) utility checks as reasonably requested by KaBOOM! with the appropriate utility companies, with the first test being completed on or before Design Day (as defined below) and with all utility check documentation provided upon completion to the KaBOOM! project manager who shall supervise the planning and installation of the playground (the "Project Manager"); and (4) conducting up to two (2) soil site tests as reasonably requested by KaBOOM!, with the first test being completed on or before Design Day and with all soil check documentation provided to the Project Manager upon completion. The Community Partner is responsible for undertaking any necessary risk mitigation should the soil be deemed unsafe for children and volunteers.
    - (iv) Safety and Security. The Community Partner shall ensure the security of equipment, tools, supplies and well being of the adults and children from the beginning of the preparation activities until the conclusion of Build Day, including any postponement.
    - (v) Maintenance. Maintenance of the playground facility and supervision of its use is the sole responsibility of the Community Partner. The Community Partner shall collaborate with KaBOOM! during the Project



planning process to develop a maintenance program for the playground and, with the support of the property owner (if owner is a separate party), shall maintain the playground and the property before and after the Build Day to ensure a safe and attractive playspace. In furtherance of the foregoing, in the event any playground equipment included in the Project no longer is permitted for any reason to be located at its original site of construction or such site is no longer controlled by the Community Partner for any reason, then the Community Partner promptly shall notify KaBOOM! following its becoming aware of such situation and shall, at the Community Partner's sole cost and expense, take such steps as may be necessary to promptly and safely relocate the playground equipment (including any permanent signage and other fixtures) to an alternate site that serves children or to ensure that the successor controlling person of such site shall continue to make such playground available to children in the same manner contemplated as of the Build Day and maintain (or permit the Community Partner to maintain) such playground in accordance with the maintenance program. In addition, the Community Partner shall accept and maintain engineered wood fiber as playground safety surfacing, meeting standards established by Consumer Product Safety Commission guidelines, for the lifetime of the playground. Guidance and materials for the purpose of developing a maintenance plan for the playground are available, upon request, from the playground equipment and safety surfacing manufacturers, including Playworld Systems, Inc.

- (c) Design Day. The Community Partner agrees to host a KaBOOM!-facilitated "Design Day" with at least twenty (20) adult volunteers and twenty (20) children. Such adult volunteers shall remain engaged in the planning activities throughout the Project's planning process.
- (d) Build Day. The Community Partner shall recruit 175 adult volunteers from the community to participate in a one-day installation event for the Project, which is scheduled to occur on a date to be determined and which is referred to herein as the Build Day. The Community Partner shall ensure that all volunteers sign a waiver. On the Build Day, the Community Partner shall provide food, water, tools, dumpsters, music and restroom facilities for all volunteers.
- (e) Promotion; Intellectual Property. The Community Partner shall seek prior approval from KaBOOM! and/or the Funding Partner for any materials that reference the Project or contain the name, trademarks, service marks, logos and other intellectual property (collectively, and together with all goodwill attached or which shall become attached to any of the them, the "Marks") of KaBOOM! and/or the Funding Partner, including press releases, fliers and promotional materials. The Community Partner acknowledges and agrees that each of KaBOOM! and the Funding Partner is the sole owner of all right, title and interest in and to its respective Marks. The parties acknowledge that KaBOOM! and the Funding Partner may take all steps to protect their Marks as they deem appropriate. Any use of the Marks will inure to the sole benefit of KaBOOM! or the Funding Partner (as applicable). The Community Partner shall not use the Marks in any manner that would harm the reputation of KaBOOM! or the Funding Partner or disparage or negatively reflect upon the Marks. Upon expiration of or termination of this Agreement for any reason, the Community Partner shall cease all use of the Marks. The Community Partner shall collaborate with KaBOOM! and the Funding Partner to secure media coverage for the Project. Community Partner is subject to the California Public Records Act (see Government Code Section 6251 *et. seq.*), and this Section 1(e) is not intended to impede or impair Community Partner's requirements or obligations under that Act.
- (f) Signage. The Community Partner shall allow the names and logos of KaBOOM! and the Funding Partner to be displayed on permanent playground signage, which shall be substantially in the form provided to the Community Partner during the application process and shall be 12 ¼ inches wide by 30 ¼ inches tall and mounted on poles in a mutually agreed location.
- (g) Playground Costs. The Community Partner is solely responsible for and shall hold KaBOOM! and the Funding Partner harmless from any costs incurred by the Community Partner for any prior site preparation, upgrades or improvements or any equipment or materials purchased to supplement those secured by KaBOOM!.
- (h) Warranty. The playground equipment and the safety-surfacing related to the Project may be covered under warranty by the applicable manufacturers, a copy of which may be obtained, upon request, from such manufacturers. The Community Partner acknowledges that any warranties and/or guarantees on any equipment or material are subject to the respective manufacturer's terms thereof, and the Community Partner agrees to look solely to such manufacturers for any such warranty and/or guarantee. Neither KaBOOM! nor the Funding Partner nor any of their respective affiliates, directors, officers, managers, partners, members, shareholders,

employees, agents or representatives, have made nor are in any manner responsible or liable for any representation, warranty or guarantee, express or implied, in fact or in law, relative to any equipment or material, including its quality, mechanical condition or fitness for a particular purpose.

- (i) Insurance. The Community Partner (or such other appropriate entity to which KaBOOM! consents in writing) shall obtain and maintain from no less than seven (7) days prior to the Build Day and through the first anniversary of the Build Day, commercial general liability insurance (providing coverage against liability for bodily injury, death and property damage that may arise out of or be based upon the use of the playground) with a limit of not less than one million dollars (\$1,000,000) per occurrence. The Community Partner shall also obtain and maintain worker's compensation insurance policies with statutory limits for the state in which the work is performed for their volunteer employees. Within seven (7) days from execution of this Agreement, the Community Partner shall provide to KaBOOM! a copy of a certificate from its insurer indicating the nature, scope, duration and amount of insurance coverage, and naming KaBOOM! and the Funding Partner as additional insureds under such policy, which insurance shall be primary over any other insurance covering KaBOOM! and the Funding Partner and which policy shall provide that KaBOOM! and the Funding Partner be given at least thirty (30) days prior written notice of any change or cancellation of coverage.
- (i) Indemnification. Except as is expressly prohibited by law, the Community Partner shall indemnify and hold harmless KaBOOM!, the Funding Partner and their respective affiliates, directors, officers, managers, partners, members, shareholders, employees, agents and representatives from any and all losses, liabilities, claims, actions, fees and expenses (including interest and penalties due and payable with respect thereto and reasonable attorneys' and accountants' fees and any other reasonable out-of-pocket expenses incurred in investigating, preparing, defending or settling any action), including any of the foregoing arising under, out of or in connection with any breach of this Agreement, any actions associated with this Project or resulting from the use of any playground property and equipment, including those for personal injury, death, or property damage, except to the extent resulting from the gross negligence or willful misconduct of such indemnified person. This provision shall survive any termination or expiration of this Agreement.
- (j) Data and Reporting Requirements. The Community Partner shall (i) promptly following the confirmation of the Project, distribute one or more play-related surveys provided by KaBOOM! to its stakeholders, including parents/caregivers, volunteers, staff and board members, (ii) cause members of its planning committee to complete a post-build survey provided by KaBOOM! within 2 weeks from the Build Day and a 6-month survey provided by KaBOOM! within 7 months from the Build Day.

## 2. Obligations of KaBOOM!

- (a) Playground Build. KaBOOM! shall provide technical and organizational leadership and guidance for the Project and shall:
  - (i) Coordinate Funding Partner participation, facilitate playground design, including regular planning meetings, and work with vendors to procure equipment and materials in a timely manner, except to the extent that safety surfacing other than engineered wood fiber is used, which shall be procured by the Community Partner.
  - (ii) Manage construction logistics for the Project, coordinate playground site preparation activities with the Community Partner, inventory equipment and materials, and assure that the necessary tools and materials and other general supplies are available on the Build Day.
  - (iii) Lead the Build Day activities, including the coordination of Build Day captains and volunteers.
  - (iv) Make available certain educational and promotional materials related to the Project.
- (b) Inspection. KaBOOM!, in collaboration with the Community Partner, will secure a Certified Playground Safety Inspector to review the playground structure at the conclusion of the Build Day (or, if KaBOOM! assumes responsibility for the playground construction going beyond one day, at the conclusion of the installation) to ensure that the structure is safe and built to all appropriate standards and guidelines, unless the Build Day is not completed on the Build Day due to failure of the Community Partner, in which case the Community Partner shall secure the Certified Playground Safety Inspector.
- (c) Promotion. KaBOOM! will provide proposed promotional materials relating to the Project for the Community Partner's review and approval, which approval shall not be unreasonably withheld or delayed.
- (d) Website Listing. KaBOOM! will place the playground on its list of KaBOOM! builds on the KaBOOM! website and KaBOOM! will send information to the Community Partner regarding playground maintenance programming and

enhancements.

- (e) Post-Build Day. The Community Partner shall (i) within one week following the Build Day, complete and submit a Post Build Report, in the form to be made available by KaBOOM!, and (ii) shall use its commercially reasonable efforts to provide, and otherwise shall cooperate in good faith with KaBOOM! regarding obtaining, such other information related to the Project as KaBOOM! from time to time may request.
3. Build Day Postponement. The Build Day shall not be postponed except when weather or other conditions jeopardize the safety of the volunteers or threaten the structural integrity of the playground. The decision to postpone the Build Day will be made by majority agreement of the representatives of KaBOOM!, the Community Partner and the Funding Partner, except where such decision must be made by KaBOOM! on the construction site and representatives of the Community Partner and the Funding Partner are not available for consultation. In the event that the Build Day is postponed, KaBOOM!, the Community Partner and the Funding Partner shall develop a plan for rescheduling the Build Day at the next earliest date possible for each party. The Funding Partner shall be responsible for all additional expenses related to the rescheduled Build Day, including, without limitation, equipment, labor and materials, storage and travel costs and expenses; *provided, however*, that the Funding Partner shall be notified of the estimated amount of such additional expenses in connection with rescheduling of the Build Day. Notwithstanding the foregoing, in the event that the date of the Build Day is cancelled or changed as a result of the Community Partner's failure to satisfy its obligations in connection with the Project, then the Community Partner shall be liable to KaBOOM! and the Funding Partner for all such additional expenses related to the rescheduled Build Day.
4. Funding Partner Relations. KaBOOM! has a separate contract with the Funding Partner pursuant to which the Funding Partner has agreed to provide financial and human resources for the Project. In recognition of the Funding Partner's contribution of such resources, the Funding Partner shall receive first placement on any recognition materials developed for the Project, including playground signage, banners, T-shirts, press releases, website and newsletter stories, and flyers, and the Community Partner shall not solicit sponsors or donors in relation to the Project whose products or services directly compete with the products or services of the Funding Partner as identified to the Community Partner by KaBOOM! and/or the Funding Partner. In the event the Community Partner solicits other sponsors or donors, then the Community Partner shall not permit such sponsors or donors to compete with the Funding Partner for signage and sponsorship recognition.
5. Termination. In the event that the Community Partner fails to make the payments required under Section 1(a) or otherwise breaches this Agreement, KaBOOM! may terminate this Agreement upon written notice to the Community Partner of such termination. Furthermore, if either party is delayed or prevented from fulfilling any of its obligations hereunder by any cause beyond its reasonable control, including acts of God, acts or omissions of civil or military authorities, fire, strike, flood, riot, act of terrorism, war, transportation delay, or inability due to such causes to obtain required labor, materials or facilities, such party shall not be liable hereunder for such delay or failure and either party may terminate this Agreement if the other is unable to perform any obligation hereunder for a period longer than ten (10) calendar days due to such force majeure event, in which case KaBOOM! shall refund to the Community Partner any amounts paid to KaBOOM!, less expenses already committed and/or incurred prior to the date of such termination. If, upon termination as provided herein, the sum due KaBOOM! by the Community Partner exceeds the sum paid to KaBOOM! hereunder, the Community Partner shall pay KaBOOM! for any such additional sum due upon presentation of appropriate documentation within thirty (30) days of invoice. Except as set forth above, upon any termination, this Agreement shall become void and have no effect, and no party shall have any liability to the other party, except that nothing herein will relieve any party from liability for any intentional breach of this Agreement prior to such termination.
6. General Provisions. The Community Partner represents to KaBOOM! that all information provided by it to KaBOOM!, including in the Playground Profile Application, is true, correct and complete in all respects and does not omit any information relevant to the Project. Each party has all requisite power and authority, including any necessary approval

by its governing body, to execute and deliver this Agreement, and to perform its obligations hereunder. This Agreement may not be assigned or transferred by either party without the prior written consent of the other party hereto. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors and permitted assigns, and where expressly stated, their affiliates and representatives. This Agreement shall be governed by and construed under the laws of the State of California, without regard to conflicts of laws principles to the extent that the application of the laws of another jurisdiction would be required thereby. This Agreement may be altered, modified or amended only by a written document signed by both parties. This Agreement may be executed in two or more counterparts, each of which shall be an original and all of which, when taken together, shall constitute the same agreement and may be delivered by facsimile or electronic mail transmission with the same force and effect as if originally executed copies hereof were delivered. Any notices required or permitted to be given hereunder shall be sent by certified or registered United States mail, postage prepaid, by personal delivery addressed to the applicable party or by facsimile or electronic mail transmission (the receipt of which is confirmed) at the address set forth under such party's signature below. The Funding Partner shall be an intended third party beneficiary of Sections 1(b), (e), (f), (g), (h), (i) and (j) and Sections 2(b), 3, 4 and 6 of this Agreement and is entitled to enforce its rights under such sections as if it were a party to this Agreement.

By executing this Community Partner Playground Agreement where indicated below, each of KaBOOM! and the Community Partner agrees, as of the date identified above, to be legally bound by all of the terms and provisions set forth above.

**The City of National City, a  
municipal corporation**

**KaBOOM!, Inc.**

By: \_\_\_\_\_  
Name: Leslie Deese  
Title: City Manager

Address:  
1243 National City Blvd.  
National City, CA 91950  
T: (619) 336-4242  
e-mail: [ldese@nationalcityca.gov](mailto:ldese@nationalcityca.gov)

By: \_\_\_\_\_  
Name: Gerry Megas  
Title: Chief Financial Officer  
  
Address:  
4301 Connecticut Ave. NW, Suite ML-1  
Washington, DC 20008  
T: (202) 464- 6180  
F: (202) 659-0210  
e-mail: [gmegas@kaboom.org](mailto:gmegas@kaboom.org)

**Contact information for the person who should receive KaBOOM! invoices:**

Name: Audrey Denham

Telephone number: (619) 336-4243

Mailing Address:  
140 E 12th St  
National City, CA 91950

Email: [adenham@nationalcityca.gov](mailto:adenham@nationalcityca.gov)

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the Mayor to sign an Encroachment Permit and Agreement with Dajani Hospitality, for the installation of an Americans with Disabilities Act (ADA) compliant pedestrian access ramp in th

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** August 15, 2017

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City authorizing the Mayor to sign an Encroachment Permit and Agreement with Dajani Hospitality, for the installation of an Americans with Disabilities Act (ADA) compliant pedestrian access ramp in the public right-of-way on Civil Center Drive for entry into the commercial building located at 1302 National City Blvd.

**PREPARED BY:** Charles Nissley, Senior Civil Engineering Tech.

**DEPARTMENT:** Engineering/Public Works

**PHONE:** 619-336-4388

**APPROVED BY:** \_\_\_\_\_

**EXPLANATION:**

See attached.



**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

N/A

**APPROVED:** \_\_\_\_\_ **Finance**

**APPROVED:** \_\_\_\_\_ **MIS**

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE: INTRODUCTION:** ☐

**FINAL ADOPTION:** ☐

**STAFF RECOMMENDATION:**

Adopt Resolution authorizing the Mayor to sign an Encroachment Permit and Agreement with Dajani Hospitality, for the installation of an ADA compliant pedestrian access ramp on Civic Center Drive for entry into the commercial building located at 1302 National City Blvd.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Explanation
2. Encroachment Permit and Agreement
3. Exhibits "A" and "B"
4. Resolution

## **EXPLANATION**

Dajani Hospitality, the owner of the property located at 1302 National City Boulevard has received approval for their tenant improvements for the commercial building site. The current configuration of the building entry and the public sidewalk do not meet the requirements of the Americans with Disabilities Act (ADA). In order to comply with the requirements an entry ramp into the city reserved right of way on Civic Center Drive will need to be installed.

ADA compliant access is a development requirement in order to complete the project and obtain final inspection and occupancy. This requirement would be necessary regardless of the type of building use.

Dajani Hospitality is requesting an Encroachment Permit Agreement be entered into with the City to allow for the installation of the pedestrian ramp.



ENCROACHMENT PERMIT AND AGREEMENT  
(Commercial)

The City Of National City hereby grants an Encroachment Permit to the undersigned, Dajani Hospitality (hereinafter referred to as "OWNER"), in accordance with and pursuant to the terms and conditions set forth in Chapter 13.12 of the National City Municipal Code.

OWNER is the owner of that certain real property described in the attached Exhibit "A", or is an owner of personal property that is proposed to be installed in the public right-of-way or other public property of the City of National City, County of San Diego, State of California. The OWNER, in consideration of this grant of permission by the City of National City (hereinafter referred to as "CITY") to install and maintain certain personal property or a building, facility, or other structure (hereafter designated from time to time as an "encroachment") within or upon a CITY easement, property, or right-of-way for the use and benefit of OWNER'S property and adjacent lands, now covenants and agrees as follows:

The site of installation and any description of OWNER'S encroachment is described in Exhibit "B", attached.

The terms and conditions under which the encroachment is to be installed and maintained are as follows:

1. Upon notification in writing by the City Engineer, the above described encroachment shall be abandoned, removed, or relocated by OWNER at the owner's sole expense.
2. The said encroachment shall be maintained in a safe and sanitary condition at all times at the sole cost, risk, and responsibility of OWNER and any successor in interest, who shall hold CITY harmless with respect thereto.
3. This Permit and Agreement, when made for the direct benefit of OWNER's land or property described above, and the covenants herein contained shall run with said land and shall be binding on the assigns and successors of OWNER. Should OWNER or its successors fail to remove or relocate the encroachment herein permitted within thirty (30) days after notice of removal or relocation from the CITY, CITY may cause such removal or relocation to be done at OWNER's sole cost and expense, which shall be a lien upon said land. A copy of this Encroachment Agreement shall be recorded against any real property of the owner's that is hereby benefited by the encroachment. Upon request by CITY, PERMITTEE shall record this Encroachment Agreement with the County of San Diego, County Recorder's Office, and upon recordation shall return the original to the CITY.
4. OWNER shall indemnify, defend, and hold harmless CITY and its officers, agents, and employees from all liability, loss, costs, claims, demands, suits, and defense costs, including attorneys' fees, arising out of Owner's entry upon and use of City's easement or right-of-way for the installation, maintenance, and use of the owner's encroachment.
5. OWNER and each successor in interest or assign shall take out and maintain, during the time the encroachment remains on CITY's easement or right-of-way, commercial general liability insurance with minimum limits of One Million Dollars (\$1,000,000.00) combined single limit per occurrence, covering all bodily and property damage arising out of this Encroachment Agreement.

This policy shall name CITY and its officers, agents, and employees as additional insured, and shall constitute primary insurance as to CITY and its officers, agents, and employees, so that any other policies held by CITY shall not contribute to any loss under said insurance. Said policy shall



provide for thirty (30) days prior written notice to CITY of cancellation or material change. Prior to commencement of this Encroachment Agreement, OWNER shall furnish CITY a certificate of insurance with original endorsements evidencing the coverage required by this section. Should owner fail to do so, City may elect to obtain such coverage at OWNER'S expense or immediately terminate this Agreement.

6. The full terms and conditions under which this Encroachment Permit is issued are further set forth in Chapter 13.12 of the National City Municipal Code, which terms OWNER hereby specifically acknowledges and agrees to. Owner also acknowledges that those terms and conditions include, without limitation, the following:

a. The City reserves the right to charge the Owner "fair and reasonable" compensation for the use of CITY property retroactive to the date of construction or installation of the encroachment.

b. The CITY can require the removal, relocation, or undergrounding of the encroachment when deemed necessary and feasible by and in the sole discretion of the City Engineer at owner's expense.

7. This encroachment Permit is not valid and confers no rights to install and maintain an encroachment until it is accepted by the Owner.

DATED:

CITY OF NATIONAL CITY

\_\_\_\_\_  
Ron Morrison, Mayor

PERMITTEE:

Dajani Hospitality, Inc  
Entity/Company

[Signature]  
Signature

Zapher Dajani President  
Name & Title

**ATTACH NOTARY CERTIFICATION FOR THE NAME OF PERMITTEE SHOWN ABOVE.  
USE CALIFORNIA ALL PURPOSE ACKNOWLEDGEMENT NOTARY ONLY.**

-----  
PERMITTEE/APPLICANT INFORMATION:

\_\_\_\_\_  
Person in Responsible Charge

Mailing Address:

\_\_\_\_\_  
24/7 Phone Number

\_\_\_\_\_  
Firm Name

PLAT SHOWING LOCATION OF STRUCTURES, EASEMENT, OR RIGHT-OF-WAY, AND  
SEWER AND/OR DRAINAGE FACILITIES: SEE EXHIBIT "B", ATTACHED

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of San Diego }

On 11/9/2016 before me, Tommy Richardson, Notary Public  
(Here insert name and title of the officer)

personally appeared Zapher Dajani  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
Notary Public Signature

  
(Notary Public Seal)

## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Encroachment

(Title or description of attached document)

Permit Agreement

(Title or description of attached document continued)

Number of Pages 2 Document Date 11/9/14

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)  
☐ Corporate Officer

(Title)

- ☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/~~she/they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary). attach this document to the signed document with a staple.



## EXHIBIT "A"

### HANDICAP RAMP MATERIAL DESCRIPTION

The 5'-0" wide x approximately 20'-0" long handicap (accessibility) exit ramp and landing is located to the North of 1302 National City Blvd. on the city sidewalk between the existing building and Civic Center Drive as described in "Exhibit A" legal description.

The new sloped ramp and landing are constructed of broom finish concrete and vary in height from 0" above the existing sidewalk to approximately 15" +/- above. The ramp and landing have 1 1/2" diameter stainless steel (optional painted finish) handrails on each side and at the top landing. The handrails rise above the surface of the ramp and landing by 38" (max.)

The new ramp and landing provide a California Building Code required secondary access from the existing building and doorway.

**EXHIBIT "B"**

**LEGAL DESCRIPTION  
HANDICAP RAMP ENCROACHMENT**

THAT PORTION WITHIN THE SOUTHERLY RIGHT OF WAY OF CIVIC CENTER DRIVE, (FORMERLY 13<sup>TH</sup> STREET), ADJACENT TO LOT 22, IN BLOCK 14 ACCORDING TO MAP THEREOF NO. 348, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 2, 1882, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF SAID CIVIC CENTER DRIVE AND THE WESTERLY RIGHT OF WAY LINE OF NATIONAL CITY BOULEVARD, (FORMERLY NATIONAL AVENUE), ALSO BEING THE NORTHEAST CORNER OF LOT 22, BLOCK 14 OF SAID MAP 348, THENCE:

SOUTH 72°00'00" WEST 54.40 FEET ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF CIVIC CENTER DRIVE AND LOT 22, TO THE TRUE POINT OF BEGINNING, THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE OF CIVIC CENTER DRIVE AND LOT 22,

NORTH 18°00'00" WEST 5.10 FEET, THENCE:

SOUTH 72°00'00" WEST 19.50 FEET, THENCE:

SOUTH 18°00'00" EAST 5.10 FEET, TO THE POINT OF INTERSECTION OF SAID SOUTHERLY RIGHT OF WAY LINE OF CIVIC CENTER DRIVE AND LOT 22, THENCE;

NORTH 72°00'00" EAST 19.50 FEET, ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF CIVIC CENTER DRIVE AND LOT 22 TO THE TRUE POINT OF BEGINNING.

SAID RAMP ENCROACHMENT CONTAINS 99.45 SQ. FT. (0.002 ACRE), MORE OR LESS, AND IS SHOWN AND DESIGNATED ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.



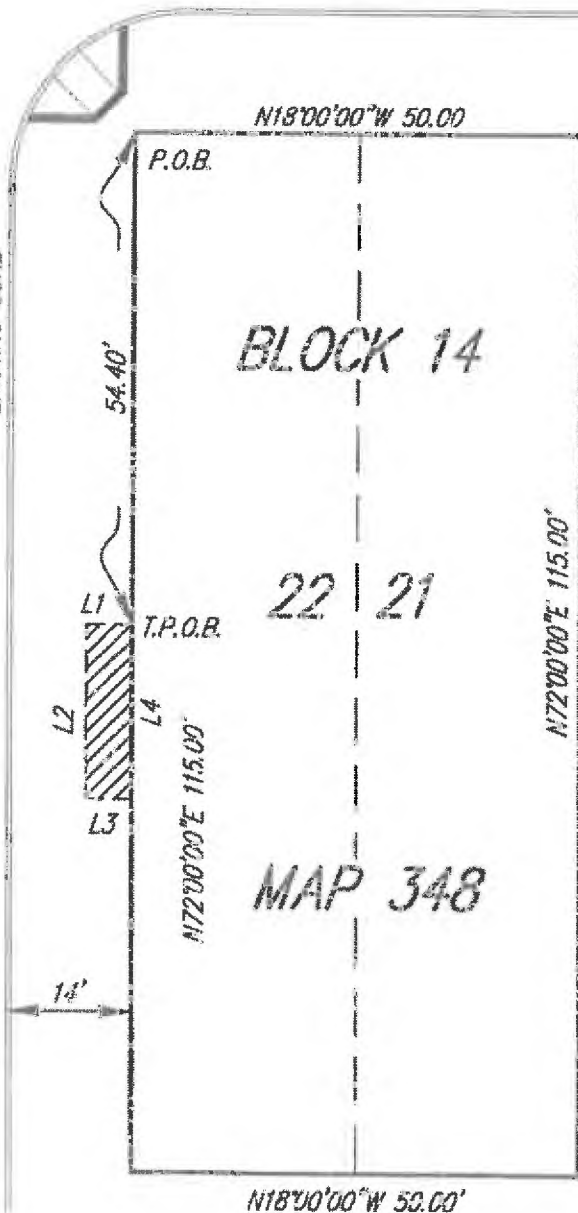
1863-ENCROACHMENT

# HANDICAP RAMP ENCROACHMENT - EXHIBIT "B"

1302 NATIONAL CITY BLVD.

CIVIC CENTER DRIVE

EXISTING CURB



## LINE TABLE

L1	$N18^{\circ}00'00''W$ 5.10'
L2	$S72^{\circ}00'00''W$ 19.50'
L3	$S18^{\circ}00'00''E$ 5.10'
L4	$N72^{\circ}00'00''E$ 19.50'



SCALE: 1"=20'

## LEGEND

P.O.B. INDICATES POINT OF BEGINNING  
T.P.O.B. INDICATES TRUE POINT OF BEGINNING



INDICATES CONCRETE  
RAMP ENCROACHMENT  
99.45 SQ. FT. (.002 ACRE)



11/05/2017

ACCOLINE SURVEY, INC.  
1919 GRAND AVE. SUITE 16,  
SAN DIEGO, CA 92109.  
(358) 483-6885 FAX(358) 483-8056

I CERTIFY THAT THE INFORMATION SHOWN  
HEREON IS BASED ON RECORD DATA, NO  
FIELD SURVEY WAS PERFORMED, AND THAT IT  
IS TRUE AND CORRECT TO THE BEST OF MY  
KNOWLEDGE AND BELIEF.

DATE OF PLOT 11/05/2016  
FILE NO. 1863-16

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City, waiving the formal bid process consistent with National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City (Buyer) to piggyback the National Joint Pow

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** August 15, 2017

**AGENDA ITEM NO.:**

**ITEM TITLE:**

Resolution of the City Council of the City of National City, waiving the formal bid process consistent with National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City (Buyer) to piggyback the National Joint Powers Association (NJPA) Contract #032515-CNH to award the purchase of one (1) Case backhoe to Sonsray Machinery, an authorized Case dealer, in an amount not to exceed \$128,991.57.

**PREPARED BY:** Ray Roberson, Management Analyst II

**DEPARTMENT:** Engineering/Public Works

**PHONE:** 619-336-4583

**APPROVED BY:** \_\_\_\_\_

**EXPLANATION:**

See attached explanation.



**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_



**FINANCE**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_

**MIS**

644-416-221-511-0000 (Equipment Replacement Reserve) - \$128,991.57

*Funds are appropriated and available in the above account.*

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:**    INTRODUCTION ☐    FINAL ADOPTION ☐

**STAFF RECOMMENDATION:**

Adopt Resolution awarding the purchase of one (1) Case backhoe for the National City Engineering and Public Works Department.

**BOARD / COMMISSION RECOMMENDATION:**

N/A.

**ATTACHMENTS:**

1. Explanation
2. Quote
3. National Joint Powers Association (NJPA) Contract #032515-CNH
4. Resolution

Explanation:

As part of the FY 2018 annual budget, City Council approved funding through the Sewer Service Fund for the purchase of one (1) Case backhoe for the National City Engineering and Public Works Department. Staff seeks Council authority to waive the formal bid process consistent with National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorize the City (Buyer) to piggyback the National Joint Powers Association Contract #032515-CNH to award the purchase of one (1) Case backhoe to Sonsray Machinery, an authorized Case dealer, in an amount not to exceed \$128,991.57.

NCMC Section 2.60.260 provides authority to the purchasing agent to join with other public jurisdictions to take advantage of cooperative purchasing opportunities, including but not limited to any federal, state or local agency pricing program or structure that is determined by the purchasing agent to allow a procurement that is in the best interests of the City. The purchasing agent may buy directly from a vendor at a price established through competitive bidding by another public agency whose procedures have been determined by the purchasing agent to be in substantial compliance with the City's procurement procedures, irrespective of the contracting limits of that jurisdiction or agency, even if the City had not initially joined with that public agency in the cooperative purchase.

National City's purchasing staff has confirmed that the National Joint Powers Association Contract #032515-CNH was competitively bid through a Request for Bid (RFB) and bid process, and that the respective procurement procedures are in substantial compliance with those of National City.

Therefore, staff requests that City Council authorize the City (Buyer) to piggyback the National Joint Powers Alliance Contract #032515-CNH to award the purchase of one Case backhoe to Sonsray Machinery, an authorized Case dealer, in an amount not to exceed \$128,991.57, consistent with Section 2.60.260 of the National City Municipal Code regarding cooperative purchasing.

The funding to purchase this vehicle was approved by City Council through adoption of the FY 2018 annual budget. The Equipment Replacement Reserve will be replenished by the Sewer Service Fund.]





**QUOTATION**  
**NJPA PRICING - Contract #032515-CNH**



To: City of National City - NJPA #17730  
1726 Wilson Avenue  
Attn: Tony Guat  
From: Paul Lull, Sales Consultant, Sonsray Machinery  
Date: July 27, 2017

Sonsray Machinery  
1476 Pioneer Way  
El Cajon, CA 92020  
Store: 619-873-0123  
Cell: 858-864-2935

Quote good for 60 days

QTY	CODE	DESCRIPTION	Case MSRP	NJPA Price (less 49%)
1	590SN 4WD T4 Final	590SN 4wd, Tier 4 Final - T4B	\$ 149,137.00	\$ 76,059.87
1	Performance Pkg-Pilot 4wd	Combo Direct. Combo Pads. Auto Ride, Gripper Teeth Extn	\$ 5,885.00	\$ 3,001.35
1	423061	4wd Powershift S-Type Trans	\$ -	\$ -
1	9200012	14x17.5, 10 PR Front Tires	\$ -	\$ -
1	8382564	21Lx24 10PR Rear Tires	\$ -	\$ -
1	423076	Extendahoe	\$ 7,473.00	\$ 3,811.23
1	423047	Heavy Duty Front CWT, Extendahoe	\$ 487.00	\$ 248.37
1	423078	Pilot Controls w/ Power Lift	\$ 2,746.00	\$ 1,400.46
1	423084	Combo Direct Backhoe Hyds w/ Pilot Controls (incl in Perf Pkg)	\$ -	\$ -
1	442017	Hyd Pin & Release Backhoe Bucket Coupler	\$ 3,191.00	\$ 1,627.41
1	423069	24" Universal Backhoe Bucket	\$ 1,445.00	\$ 736.95
1	442056	Flip Over Stabilizer Pads - Combo (Included In Perf Pkg)	\$ -	\$ -
1	742433	93" Wide 4in1 Loader Bucket	\$ 7,483.00	\$ 3,816.33
1	747853	Cab w/ 2 Doors, Heater and A/C	\$ 11,032.00	\$ 5,626.32
1	442083	Dlx Cab Pkg (72 DBA, Dlx Interior, Visor, Viscous Fan)	\$ 1,510.00	\$ 770.10
1	423077	Radio AM/FM/MP3	\$ 268.00	\$ 136.68
1	747735	3" Seat Belt	\$ 86.00	\$ 43.86
1	745160	Vinyl Air Suspension Heated Seat w/ Arm Rests	\$ 850.00	\$ 433.50
1	745136	4wd Drive Shaft Guard	\$ -	\$ -
1	747874	Battery Disconnect/Jump Start	\$ 177.00	\$ 90.27
1	745171	Engine ECO Mode	\$ 350.00	\$ 178.50
1	745172	Auto Protection Shutdown	\$ 100.00	\$ 51.00
1	423092	Gripper Teeth Extn (Included in Perf Pkg)	\$ -	\$ -
1	745167	Locking DEF/Fuel Cover	\$ 152.00	\$ 77.52
1	423090	Auto Ride Control (Included in Perf Pkg)	\$ -	\$ -
1	728758	Rotating Beacon	\$ 273.00	\$ 139.23
1	747875	Tool Box	\$ 198.00	\$ 100.98
1	745121	Case SiteWatch Telematics	\$ -	\$ -
1	745131	3 Yr Advanced Tele Subscription	\$ -	\$ -
1	84467273	18" Universal Bucket	\$ 1,684.00	\$ 858.84
		<b>Total MSRP List / NJPA Net</b>	<b>\$ 194,527.00</b>	<b>\$ 99,208.77</b>
		<b>Additional Items</b>		
		PDI		\$ 1,550.00
		Freight		\$ 2,650.00
		Fuel and DEF		\$ 200.00
		Delivery		\$ 500.00
1		Woods #3030687-60 - 60" ditch backhoe bucket w/o teeth		\$ 2,797.00
1		Helac model PT08 Power Tilt for Case 590SN backhoe (note: customer advised this Helac is not tested by Case. Customer assumes all risk and merchantability/capability)		\$ 9,572.00
		<b>Options (Case 590SN only). See brochure for details</b>		
		<b>Extended PPP Protection Plan (w/ no deductables)</b>		
		3 yr/3000 hour Power Train	\$ 627.00	
		3 yr/3000 hour Power Train Plus	\$ 940.00	
		3 yr/3000 hour Premier	\$ 1,947.00	
		<b>SUBTOTAL</b>		<b>\$ 116,477.77</b>
		Document Fees		\$ 375.00
		Sales Tax 8.75%		\$ 10,191.80
		Sub Total		\$ 127,044.57
		<b>3 yr/3,000 Premier Extended Warranty</b>		<b>\$ 1,947.00</b>
		<b>TOTAL</b>		<b>\$ 128,991.57</b>

Home > Cooperative Purchasing > Contracts - Fleet > Construction & Agricultural Equipment > CASE Construction



## CASE Construction



**Contract#:** 032515-CNH

**Category:** Construction & Agricultural Equipment

**Maturity Date:** 05/19/2019

Overview

Contract Documentation

Pricing

Marketing Materials

NJPA Contact Information

### HOW TO PURCHASE

Our step-by-step guide



### Vendor Contact Info

Tony Simpson

Direct Phone: 262-636-6576

[Tony.Simpson@casece.com](mailto:Tony.Simpson@casece.com)

[www.casece.com](http://www.casece.com)

CASE Construction Equipment sells and supports a full line of construction equipment around the world, including the No. 1 backhoe loaders, excavators, motor graders, wheel loaders, asphalt rollers, soil compactors, crawler dozers, skid steers, compact excavators, compact wheel loaders, compact track loaders, tractor loaders and rough-terrain forklifts. Through CASE dealers, customers have access to a true professional partner with world-class equipment and aftermarket support, industry-leading warranties and flexible financing. CASE also offers the integration of advanced location and equipment management technologies, including SiteSolutions™.

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STATE OF  
NEW YORK

[Click to view the NJPA CNH Industrial America LLC Construction contract as adopted by the State of NY OGS: NEW YORK OGS CONTRACT](#)

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City, waiving the formal bid process consistent with National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City (Buyer) to piggyback the National Intergove

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** August 15, 2017

**AGENDA ITEM NO.:**

**ITEM TITLE:**

Resolution of the City Council of the City of National City, waiving the formal bid process consistent with National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City (Buyer) to piggyback the National Intergovernmental Purchasing Alliance (NIPA) Contract #120535 to award the purchase of one (1) Toro Groundmaster 4000-D mower to Turf Star, an authorized Toro dealer, in an amount not to exceed \$68,728.17.

**PREPARED BY:** Ray Roberson, Management Analyst II

**DEPARTMENT:** Engineering/Public Works

**PHONE:** 619-336-4583

**APPROVED BY:** \_\_\_\_\_

**EXPLANATION:**

See attached explanation.



**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_



**FINANCE**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_

**MIS**

644-416-221-511-0000 (Equipment Replacement Reserve): \$68,728.17

*Funds are appropriated and available in the above account.*

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION ☐ FINAL ADOPTION ☐

**STAFF RECOMMENDATION:**

Adopt Resolution awarding the purchase of one (1) Toro Groundmaster 4000-D for the National City Engineering and Public Works Department.

**BOARD / COMMISSION RECOMMENDATION:**

N/A.

**ATTACHMENTS:**

1. Explanation
2. Quote
3. National Intergovernmental Purchasing Alliance (NIPA) Contract #120535
4. Resolution



Explanation:

As part of the FY 2018 annual budget, City Council approved funding through the Equipment Replacement Fund for the purchase of one (1) Toro Groundmaster 4000-D mower for the National City Engineering and Public Works Department. Staff seeks Council authority to waive the formal bid process consistent with National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorize the City (Buyer) to piggyback the National Intergovernmental Purchasing Alliance Contract #120535 to award the purchase of one (1) Toro Groundmaster 4000-D mower to Turf Star, an authorized Toro dealer, in an amount not to exceed \$68,728.17.

NCMC Section 2.60.260 provides authority to the purchasing agent to join with other public jurisdictions to take advantage of cooperative purchasing opportunities, including but not limited to any federal, state or local agency pricing program or structure that is determined by the purchasing agent to allow a procurement that is in the best interests of the City. The purchasing agent may buy directly from a vendor at a price established through competitive bidding by another public agency whose procedures have been determined by the purchasing agent to be in substantial compliance with the City's procurement procedures, irrespective of the contracting limits of that jurisdiction or agency, even if the City had not initially joined with that public agency in the cooperative purchase.

National City's purchasing staff has confirmed that the National Intergovernmental Purchasing Alliance Contract #120535 was competitively bid through a Request for Bid (RFB) and bid process, and that the respective procurement procedures are in substantial compliance with those of National City.

Therefore, staff requests that City Council authorize the City (Buyer) to piggyback the National Intergovernmental Purchasing Alliance Contract #120535 to award the purchase of one (1) Toro Groundmaster 4000-D mower to Turf Star, an authorized Toro dealer, in an amount not to exceed \$68,728.17, consistent with Section 2.60.260 of the National City Municipal Code regarding cooperative purchasing.

The funding to purchase this vehicle was approved by City Council through adoption of the FY 2018 annual budget. The Equipment Replacement Reserve will be replenished by the General Fund.]



## Quotation for City of National City

Date: May 1, 2017

Quote No:3282923-00

Prepared For: Victor Uribe

City of National City  
1243 NATIONAL CITY BLVD  
NATIONAL CITY, CA 91950

Quote No: 3282923-00

iQuote No: 2119099

Sales Person: Erin Novotny  
erin.novotny@turfstar.com  
(760) 597-6041

National IPA Pricing: Contract 120535, IPA Membership required.

### Summary

Configuration Name	Qty	Unit Price	Sub Total	Sales Tax	Total
010-Groundsmaster 4000-D T4 Compliant Diesel 54HP	1	\$63,198.32	\$63,198.32	\$5,529.85	\$68,728.17
Totals:			\$63,198.32	\$5,529.85	\$68,728.17



## Quotation for City of National City

Date: May 1, 2017

Quote No:3282923-00

### Configuration Product Details 010-Groundsmaster 4000-D T4 Compliant Diesel 54HP

Model	Product Description	Qty	Unit Price	Extended	Sales Tax	Total
30609	Groundsmaster 4000-D T4 Compliant Diesel 54HP	1	\$60,917.02	\$60,917.02	\$5,330.24	\$66,247.26
30349	Universal Sunshade White	1	\$530.98	\$530.98	\$46.46	\$577.44
30420	Recycler Kit GM4000	1	\$1,140.94	\$1,140.94	\$99.83	\$1,240.77
108-1450	BLADE SERVICE PACK, 21 7 5 IN (107-0214)	1	\$129.91	\$129.91	\$11.37	\$141.28
30408	MVP KIT-GM4XXX, 800 HR Y ANMAR T4F	1	\$268.20	\$268.20	\$23.46	\$291.66
131-6691	SEAT COVER, LARGE	1	\$32.97	\$32.97	\$2.88	\$35.85
31511	Horn Kit GM4000/4100	1	\$69.60	\$69.60	\$6.10	\$75.70
31512	Backup Alarm Kit	1	\$108.70	\$108.70	\$9.51	\$118.21
<b>Totals:</b>						<b>\$68,728.17</b>



# Search Results

## Search Within Results

120535

[Reset search](#)

## Filters

- All States
- All Current Contracts
- Contract Portfolio
- All Lead Agencies

## Contract Categories

- Athletic Fields, Parks, Playground Equipment
- Facilities/Grounds Maintenance
- NationalIPA
- Public Works



**Toro**      **Contract #: 120535**

Grounds Maintenance Equipment  
Competitively Solicited and Awarded  
by: City of Tucson, AZ

- 2012
- 2013
- 2014
- 2015
- 2016
- 2017

National aggregate pricing  
resulting in immediate cost  
savings opportunities  
Discount on equipment,  
attachments and accessories  
Award includes Commercial,  
Landscape Contractor, and  
Compact Utility products  
"Smart Value Program" volume  
incentive program through which,  
in addition to the discount off  
Toro's Commercial list price,  
agencies can receive their choice  
of any of the Toro contract  
products



The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City, waiving the formal bid process consistent with National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City (Buyer) to piggyback the National Joint Pow

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** August 15, 2017

**AGENDA ITEM NO.:**

**ITEM TITLE:**

Resolution of the City Council of the City of National City, waiving the formal bid process consistent with National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City (Buyer) to piggyback the National Joint Powers Association (NJPA) Contract #022014-SCA to award the purchase of one (1) 866 RODDER Series II to Plumbers Depot, Inc., an authorized distributor for Sewer Equipment Co. of America, in an amount not to exceed \$73,530.12.

**PREPARED BY:** Ray Roberson, Management Analyst II

**DEPARTMENT:** Engineering/Public Works

**PHONE:** 619-336-4583

**APPROVED BY:** \_\_\_\_\_

**EXPLANATION:**

See attached explanation.



**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_



**FINANCE**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_

**MIS**

644-416-221-511-0000 (Equipment Replacement Reserve): \$73,530.12

*Funds are appropriated and available in the above account.*

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:**    INTRODUCTION   ☐    FINAL ADOPTION   ☐

**STAFF RECOMMENDATION:**

Adopt Resolution awarding the purchase of one (1) 866 RODDER Series II for the National City Engineering and Public Works Department.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Explanation
2. Quote
3. National Joint Powers Association (NJPA) Contract #022014-SCA
4. Resolution

Explanation:

As part of the FY 2018 annual budget, City Council approved funding through the Sewer Service Fund for the purchase of one (1) 866 RODDER Series II for the National City Engineering and Public Works Department. Staff seeks Council authority to waive the formal bid process consistent with National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorize the City (Buyer) to piggyback the National Joint Powers Association Contract #022014-SCA to award the purchase of one (1) 866 RODDER Series II to Plumbers Depot, Inc., an authorized distributor for Sewer Equipment Co. of America, in an amount not to exceed \$73,530.12.

NCMC Section 2.60.260 provides authority to the purchasing agent to join with other public jurisdictions to take advantage of cooperative purchasing opportunities, including but not limited to any federal, state or local agency pricing program or structure that is determined by the purchasing agent to allow a procurement that is in the best interests of the City. The purchasing agent may buy directly from a vendor at a price established through competitive bidding by another public agency whose procedures have been determined by the purchasing agent to be in substantial compliance with the City's procurement procedures, irrespective of the contracting limits of that jurisdiction or agency, even if the City had not initially joined with that public agency in the cooperative purchase.

National City's purchasing staff has confirmed that the National Joint Powers Association Contract #022014-SCA was competitively bid through a Request for Bid (RFB) and bid process, and that the respective procurement procedures are in substantial compliance with those of National City.

Therefore, staff requests that City Council authorize the City (Buyer) to piggyback the National Joint Powers Alliance Contract #022014-SCA to award the purchase of one 866 RODDER Series II to Plumbers Depot, Inc., an authorized distributor for Sewer Equipment Co. of America, in an amount not to exceed \$73,530.12, consistent with Section 2.60.260 of the National City Municipal Code regarding cooperative purchasing.

The funding to purchase this vehicle was approved by City Council through adoption of the FY 2018 annual budget. The Equipment Replacement Reserve will be replenished by the Sewer Service Fund.]




**July 31, 2017**
**PO #**
**Product Class:**
**WO#**

Distributor:

End User: **City of National City**

Address: **1726 Wilson Ave**

City, State, Zip: **National City, CA 91950**

Phone: **619-336-4589**

Contact: **Tony Gaut**

Email: [tgaut@nationalcityca.gov](mailto:tgaut@nationalcityca.gov)

**CUSTOMER NJPA#:**

## 866 RODDER Series II Trailer Mounted Continuous Rodder

**Engine & Drive System:**

Honda 24 hp Gas Engine with  
aluminum shroud & electrical controls  
Lighted NEMA 4 control panel  
Friction Footage Meter

**Trailer:**

Torsion Axle 6,000 GVWR  
Electric brakes, 2-5/16 ball hitch  
Steel toolbox - streetside  
LED D.O.T. approved lighting

**Accessories:**

25' Lightweight Hose Guide  
and Bell w/aluminum couplings  
Single Prong Brace  
Nose Jack Wheel "Caster"  
Snap on Pliers w/Cleaners  
Two (2) Assembly Wrenches  
One (1) Paper Operator Manual  
Key Ignition Switch

**Rod Group:**

Rod Drive Roller System  
Rod Storage Reel w/ 1200' of .375 Rod  
Steel Shroud, Clear window for Drive Head

TRAILER MOUNT, SINGLE AXLE WITH .375 ROD	\$51,271.00		\$0.00
SKID MOUNT (UNIT FOR TRUCK MOUNTING) WITH .375 ROD	\$46,568.00	1	\$46,568.00

LIST PRICE OF SELECTED OPTIONS: \$25,628.00  
LESS NJPA DISCOUNT (enter % →) **3%** \$ **(2,165.88)**

NET PRICE OF UNIT: \$70,030.12

ESTIMATED FREIGHT: \$3,500.00

ESTIMATED TOTAL: \$ **73,530.12**

**FOR ALL NON STANDARD OPTIONS PLEASE CONTACT FACTORY FOR PRICING**

STANDARD OPTIONS:	LIST PRICE	QTY	TOTAL
UPGRADE TO <b>1100'</b> OF .393 ROD			\$0.00
UPGRADE TO <b>1000'</b> OF .415 ROD			\$0.00
UPGRADE TO <b>800'</b> OF .461 ROD			\$0.00
AUTO REFLEX DRIVE			\$0.00

**ENGINE GROUP OPTIONS**

VOLTAGE METER	\$208.00	1	\$208.00
HOUR METER	\$315.00	1	\$315.00
UPGRADE TO 25 H.P. DIESEL ENGINE			\$0.00

**ILLUMINATION GROUP OPTIONS:**

Operator Chair	\$1,050.00	1	\$1,050.00
LED FLOOD LIGHT			\$0.00
LED ROTATING BEACON (FACTORY STANDARD)	\$505.00	1	\$505.00
LED STROBE LIGHT (FACTORY STANDARD)			\$0.00
LED ARROW STICK (FACTORY STANDARD)			\$0.00
LED ARROW BOARD (FACTORY STANDARD)	\$1,180.00	1	\$1,180.00
HANDHELD WIRELESS 12v/110v RECHARGEABLE LED SPOTLIGHT WITH STORAGE BRACKET	\$312.00	1	\$312.00

**TRAILER GROUP OPTIONS:**

HYDRAULIC BRAKES			\$0.00
SPARE TIRE AND RIM			\$0.00
HYDRAULIC LEVELING LEGS (TWO)			\$0.00
FRAME MOUNTED TOOL BOX			\$0.00

**TRUCK GROUP OPTIONS:**

NON-STOCK CHASSIS MOUNTING ALTERATIONS			\$0.00
MOUNT UNIT ON CAB/CHASSIS: INCLUDES HEAVY DUTY CROSS MEMBERS, FULL DECKING, FULL SKIRTING, HANDRAILS, THREE (3) TOOLBOXES AND OPERATOR'S STEP, BUMPER, MUDFLAPS AND PTO DRIVE FROM AN AUTOMATIC TRANS. CAB/CHASSIS	\$12,919.00	1	\$12,919.00
REAR BACK UP CAMERA SYSTEM W/ 7" COLOR MONITOR MOUNTED IN CAB	\$1,030.00	1	\$1,030.00
HITCH - REESE STYLE (10,000 LBS MAXIMUM LOAD) WITH CAB MOUNTED BRAKE CONTROLLER & 7 PIN RECEPTACLE			\$0.00

**MISC. GROUP OPTIONS:**

F550 Ford Chassis			\$0.00
SINGLE LEVER HYDRAULIC CONTROL			\$0.00
INDEPENDENT RELIEF VALVES AND GAUGES FOR FORWARD/REVERSE	\$1,006.00	1	\$1,006.00
TWO MOTORS ON DRIVE HEAD WITH TWO SPEED HYDRAULIC CONTROL			\$0.00
AUTOMATIC HYDRAULIC HOLD-DOWN FOR DRIVE HEAD	\$6,754.00	1	\$6,754.00
SIX (6) 18" D.O.T. SAFETY CONES AND HOLDER	\$349.00	1	\$349.00

**PAINT (TOOLBOX, SHROUD):**

	INCLUDED		
ALL OTHER COLORS (EXCEPT METALLIC PAINT)			\$0.00
CONTACT FACTORY FOR LIST PRICE OF PAINTING OTHER COMPONENTS ON UNIT			

**MANUALS & TRAINING:**

ADDITIONAL PAPER OPERATOR'S MANUAL			\$0.00
USB OPERATOR'S MANUAL			\$0.00
TRAINING - CUSTOMER LOCATION (1 DAY)			\$0.00
TRAINING - CUSTOMER LOCATION (ADDITIONAL DAY)			\$0.00
TRAINING - SEWER EQUIPMENT UNIVERSITY (DIXON, IL) (1 DAY)			\$0.00
**INCLUDES HOTEL & MEALS**			\$0.00

**ACCESSORY GROUP OPTIONS**

TOOLS - SEE PARTS CATALOG AND PARTS PRICE LIST	PARTS		

**SPECIAL ITEMS:**

			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

SIGNATURE

DATE

Please return a signed copy to [bigequipment@SewerEquipment.com](mailto:bigequipment@SewerEquipment.com)



Home > Cooperative Purchasing > Contracts - Fleet > Public Utility & Airport Equipment > Sewer Equipment



## Sewer Equipment

**NJPA AWARDED**  
CONTRACT



**Contract#:** 022014-SCA

**Category:** Public Utility & Airport Equipment

**Description:** Sewer Cleaning and Hydro Excavating Equipment

**Maturity Date:** 03/18/2018

Sewer Equipment, formally Sewer Equipment Co. of America, is the new corporate home of Ramvac Hydro Excavators, Mongoose Jetters, Sewer Equipment Co. of America and Vacmasters by Sewer Equipment. With 75 years of experience, Sewer Equipment and its brands proudly provide customers with the highest quality truck and trailer jetters, combination sewer cleaners, easement machines, hydro and air excavators, rodders and bucket machines. We stand behind our commitment to providing the "Best Products, Best Local Support".

Overview

Contract Documentation

Pricing

Marketing Materials

NJPA Contact Information

### **HOW TO PURCHASE**

Our step-by-step guide



### **Vendor Contact Info**

Tom Hochmuth

Direct Phone: 815-342-1700

[tomhochmuth@sewerequipment.com](mailto:tomhochmuth@sewerequipment.com)

[www.sewerequipment.com](http://www.sewerequipment.com)

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City, 1) authorizing the Mayor to execute Program Supplement Agreement No. F013 with the State of California Department of Transportation (Caltrans) for the Citywide Midblock Pedestrian Crossing Enhanc

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** August 15, 2017

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City, 1) authorizing the Mayor to execute Program Supplement Agreement No. F013 with the State of California Department of Transportation (Caltrans) for the Citywide Midblock Pedestrian Crossing Enhancements Project to allow for reimbursement of up to \$625,230 in eligible project expenditures through the Highway Safety Improvement Program (HSIP); and 2) authorizing the establishment of an Engineering Grants Fund appropriation of \$625,230 and corresponding revenue budget.

**PREPARED BY:** Jose Lopez, Assistant Engineer – Civil 

**DEPARTMENT:** Engineering & Public Works

**PHONE:** 619-336-4312

**APPROVED BY:**

**EXPLANATION:**

See attached.



**FINANCIAL STATEMENT:**

**APPROVED:**  Finance

**ACCOUNT NO.**

**APPROVED:** MIS

HSIP Grant - \$625,230  
Revenue Account No. 296-06583-3498  
Expenditure Account No. 296-409-500-598-6583  
(Midblock Ped Crossing Enhancements-HSIP Grant)

Local Match - \$99,470  
Expenditure Account No. 001-409-500-598-6573  
(Traffic Safety Enhancements)  
Local match appropriated through FY 2018 CIP budget

**ENVIRONMENTAL REVIEW:**

Caltrans Determination of Categorical Exclusion under 23 CFR 771.117(c): activity (c)(27), approved May 8, 2017

**ORDINANCE:** **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

**STAFF RECOMMENDATION:**

Adopt Resolution authorizing the Mayor to execute Program Supplement Agreement No. F013 with Caltrans for the Citywide Midblock Pedestrian Crossing Enhancements Project to allow for reimbursement of up to \$625,230 in HSIP grant funds.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Explanation w/ Exhibit
2. Program Supplement Agreement
3. Resolution



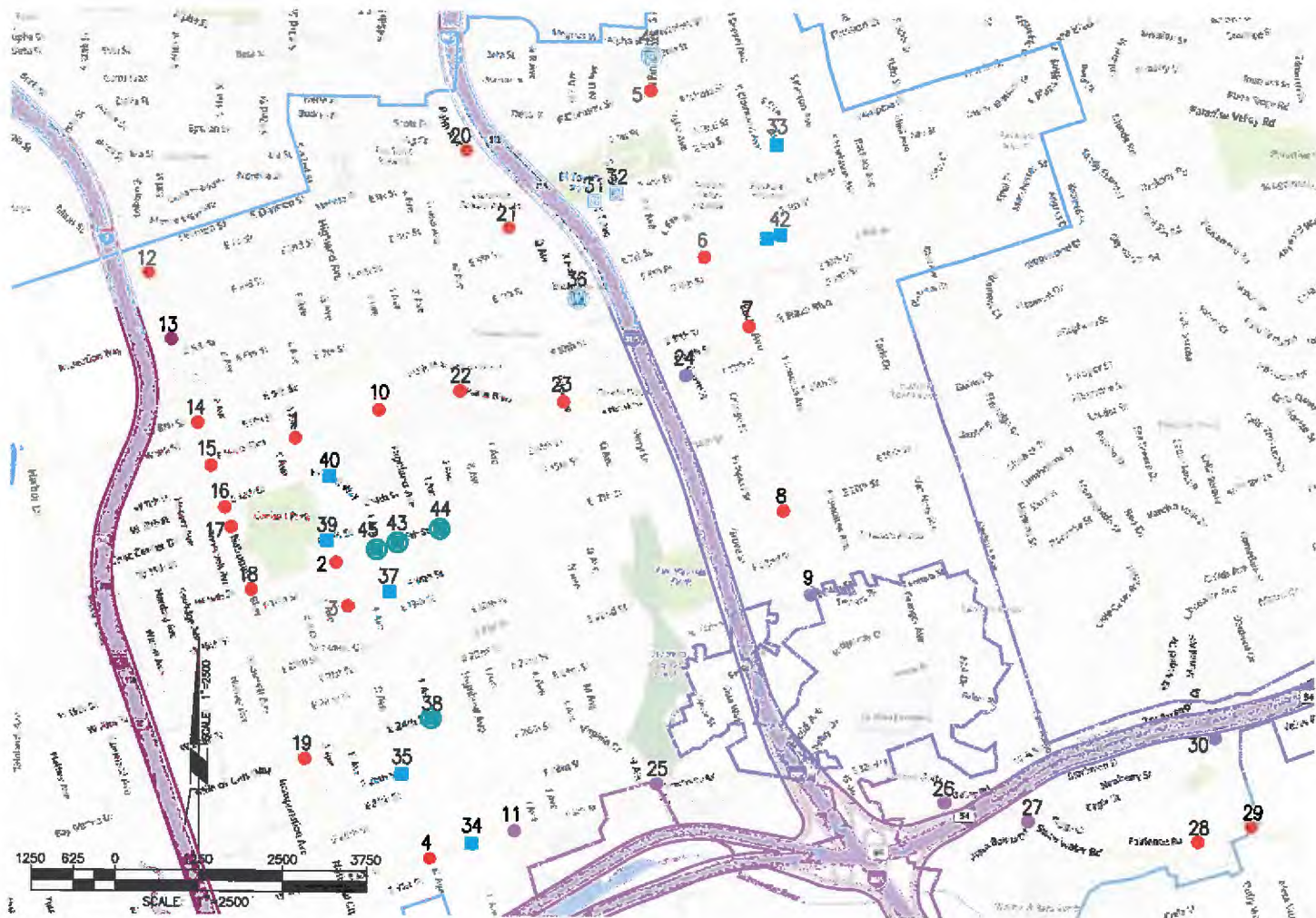
### Explanation

On November 3, 2015, the California Department of Transportation (Caltrans) awarded a \$625,230 Highway Safety Improvement Program (HSIP) grant for the Citywide Midblock Pedestrian Crossing Enhancements Project. Caltrans has allocated \$625,230 for construction. There is a local match requirement of \$99,470, which is available in the Traffic Safety Enhancements CIP expenditure account through FY 2018 CIP budget appropriations.

This project includes the following safety enhancements (see attached Project Location Map):

- 1) Replace existing safety light fixtures with new LED fixtures at 30 signalized intersections Citywide;
- 2) Install pedestrian level LED street lights at 16 midblock crosswalks; and
- 3) Implement pedestrian safety enhancements such as Americans with Disabilities Act (ADA) curb ramps, corner bulb-outs, sidewalks, and solar powered flashing crosswalk signs at 6 midblock crosswalks.

City Council Resolution authorizing the Mayor to execute Program Supplement Agreement No. F013 to Administering Agency-State Master Agreement No. 11-5066F15 is required to allow for reimbursement of eligible project expenditures through the Federal HSIP grant.



### LEGEND

- SIGNALIZED LOCATION (CM: S2)
- MIDBLOCK LOCATION (CM: R38)
- PROPOSED POPOUTS (CM: R38)
- CITY BOUNDARY
- CALTRANS RIGHT OF WAY

\*NOTE: ALL PROPOSED WORK IS WITHIN CITY RIGHT OF WAY

Int. #	Signalized Intersection
1	D Ave & Plaza Blvd
2	D Ave & 15th St
3	D Ave & 28th St
4	D Ave & 30th St
5	Euclid Ave & Division St
6	Euclid Ave & 8th St
7	Euclid Ave & Plaza Blvd
8	Euclid Ave & 20th St
9	Euclid Ave & 24th St
10	Highland Ave & Plaza Blvd
11	Highland Ave & 30th St
12	National City Blvd & 1st St
13	National City Blvd & 4th St
14	National City Blvd & 8th St
15	National City Blvd & Plaza Blvd

Int. #	Signalized Intersection
16	National City Blvd & 12th St
17	National City Blvd & Civic Center Dr
18	National City Blvd & 26th St
19	National City Blvd & Mile of Cars Wy
20	Palm Ave & Division Rd
21	Palm Ave & 4th St
22	Plaza Blvd & I Ave
23	Plaza Blvd & Palm Ave
24	Plaza Blvd & Grove St
25	Sweetwater Rd & Valley Rd
26	Sweetwater Rd & Plaza Bonita Rd/Stockman St
27	Sweetwater Rd & Calmar St
28	Sweetwater Rd & Plaza Bonita Centerway
29	Plaza Bonita Centerway & Valley Rd

Int. #	Midblock Crossing
31	4th & T Ave
32	4th & U Ave
33	4th & S. Drexel Ave
34	30th & F Ave
35	D Ave & 28th St
36	8th & R Ave
37	18th & F Ave

Int. #	Midblock Crossing
38	24th & F Ave
39	D Ave & 15th St
40	Kimball Way & E Ave
41	Euclid Ave & Beta St
42	8th & Burden Dr (2)
43	16th & G Ave
44	16th & I Ave
45	16th & F Ave

### PROPOSED LED SAFETY LIGHTING:



TYPICAL AT SIGNALIZED LOCATIONS

### PROPOSED MIDBLOCK CONFIGURATIONS:



PROPOSED LED STREET LIGHTING  
PROPOSED CURB POPOUTS AT SIX LOCATIONS



**PROPOSED CONDITIONS**  
CITY OF NATIONAL CITY  
COUNTERMEASURES: S2 AND R38  
2015 HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)

**ATTACHMENT**

3-2



**DEPARTMENT OF TRANSPORTATION**

Division of Local Assistance  
1120 N STREET  
P.O. BOX 942874, MS# 1  
Sacramento, CA 94274-0001  
TTY 711  
(916) 654-3883  
Fax (916) 654-2408



File : 11-SD-0-NATC

HSIPL-5066(034)

Signalized Intersections on the  
following corridors: D Ave, Euclid  
Ave, Highland Ave, National City Bl,

July 24, 2017

Mr. Stephen Manganiello  
Director of Public Works  
City of National City  
1243 National City Boulevard  
National City, CA 91950-4301

Dear Mr. Manganiello:

Enclosed are two originals of the Program Supplement Agreement No. 013-F to Administering Agency-State Agreement No. 11-5066F15 and an approved Finance Letter for the subject project. Please retain the signed Finance Letter for your records.

**Please note that federal funding will be lost if you proceed with future phase(s) of the project prior to getting the "Authorization to Proceed" with that phase.**

Please review the covenants and sign both copies of this Agreement and return both to this office, Office of Project Implementation - MS1 within 90 days from the receipt of this letter. If the signed Agreements are not received back in this office within 90 days, funds will be disencumbered and/or deobligated. Alterations should not be made to the agreement language or funding. ATTACH YOUR LOCAL AGENCY'S CERTIFIED AUTHORIZING RESOLUTION THAT CLEARLY IDENTIFIES THE OFFICIAL AUTHORIZED TO EXECUTE THE AGREEMENT ON THE AGENCY'S BEHALF. A fully executed copy of the agreement will be returned to you upon ratification by Caltrans. No invoices for reimbursement can be processed until the agreement is fully executed.

The State budget authority supporting the encumbered funds is only available for liquidation up to specific deadlines. These deadlines are shown on the attached Finance letter as the "Reversion Date". Please ensure that your invoices are submitted at least 60 days prior to the reversion date to avoid any lapse of funds. If your agency is unable to seek reimbursement by this date you may request an extension through a Cooperative Work Agreement (CWA). A CWA is subject to the final approval of the State Department of Finance. If approved, the CWA may extend the deadline for up to two years.

Your prompt action is requested. If you have questions, please contact your District Local Assistance Engineer.

Sincerely,

ADAM AMBROSINI, Acting Chief  
Office of Project Implementation - South  
Division of Local Assistance

Enclosure

c: DLA AE Project Files  
(11) DLAE - Bing Luu

DEPARTMENT OF TRANSPORTATION  
DIVISION OF ACCOUNTING  
LOCAL PROGRAM ACCOUNTING BRANCH

FINANCE LETTER

Date: 07/20/2017  
D\_CO\_RT: 11-SD-0-NATC  
Project No: HSIPL-5066(034)  
Adv Project Id: 1117000197  
Period of Performance End Date: 04/17/2019  
Agreement End Date: 01/17/2021

EA No:

Attention: City of National City

FINANCE ITEMS	PRO RATA OR LUMP SUM	TOTAL COST OF WORK	FEDERAL PART. COST	FED. REIMB %	FEDERAL ZS30	LOCAL	OTHER (NON-PART.)
Construction	Lump Sum	\$1,054,570.00	\$724,700.00	86.27%	\$625,230.00	\$99,470.00	\$329,870.00
Contract Items:	\$958,700						
Contingencies:	\$95,870						
Total:	\$1,054,570						
Totals:		\$1,054,570.00	\$724,700.00	0.00%	\$625,230.00	\$99,470.00	\$329,870.00

Participation Ratio: 68.72%

This Finance Letter was created based on specific financial information provided by the responsible local agency. The following encumbrance history is prepared by Local Assistance Accounting Office and is provided here for local agency's information and action.

Signature: \_\_\_\_\_

Title: HQ Sr. Area Engineer

For questions regarding finance letter, contact:

Printed Name : Nahed Abdin

Telephone No: 916-653-7928

Remarks: RFA for CON. \$625,230 Fed ZS30

ACCOUNTING INFORMATION									HSIPL-5066(034)		Cooperative Work Agreement	
ADV. PROJECT ID	APPROP. UNIT	STATE PROG.	FED/STATE	ENCUMBRANCE AMOUNT	APPROP YEAR	EXPENDITURE AMOUNT	ENCUMBRANCE BALANCE	REVERSION DATE			APPROVED AMOUNT	EXPIRATION DATE
1117000197	17102F	2030010550	F	\$625,230.00	1617	\$0.00	\$625,230.00	06/30/22				



**PROGRAM SUPPLEMENT NO. F013**  
**to**  
**ADMINISTERING AGENCY-STATE AGREEMENT**  
**FOR FEDERAL-AID PROJECTS NO 11-5066F15**

**Adv Project ID**      **Date:** July 7, 2017  
1117000197      **Location:** 11-SD-0-NATC  
**Project Number:** HSIPL-5066(034)  
**E.A. Number:**  
**Locode:** 5066

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 07/11/16 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. \_\_\_\_\_ approved by the Administering Agency on \_\_\_\_\_  
(See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

**PROJECT LOCATION:**

Signalized Intersections on the following corridors: D Ave, Euclid Ave, Highland Ave, National City Bl, Palm Ave, Plaza Bl, Sweetwater Rd

**TYPE OF WORK:** Install LED luminaire safety lighting at signalized intersections and ped level LED street lighting      **LENGTH:** 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	ZS30		LOCAL	OTHER
\$1,054,570.00		\$625,230.00	\$99,470.00	\$329,870.00

**CITY OF NATIONAL CITY**

By \_\_\_\_\_  
Title RON MORRISON  
MAYOR  
Date AUGUST 15- 2017  
Attest MICHAEL DALLA- CITY CLERK

**STATE OF CALIFORNIA**  
**Department of Transportation**

By \_\_\_\_\_  
Chief, Office of Project Implementation  
Division of Local Assistance  
Date \_\_\_\_\_

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer \_\_\_\_\_

Date 07/12/17      \$625,230.00

## Page 1 of 1

DATE PREPARED:

7/11/2017

PROJECT NUMBER:

1117000197

REQUISITION NUMBER / CONTRACT NUMBER:

**RQS 111800000009**

**FROM:**

Department of Transportation

SUBJECT:

## Encumbrance Document

VENDOR / LOCAL AGENCY:

CITY OF NATIONAL CITY

**\$ 625,230.00**

PROCUREMENT TYPE:

## Local Assistance

[illegible]

**ADA Notice:** For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 654-6410 or TDD (916) -3880 or write Records and Forms Management, 1120 N. Street, MS-89, Sacramento, CA 95814.



**SPECIAL COVENANTS OR REMARKS**

1. A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.

B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).

C. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.

D. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

E. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

F. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-

**SPECIAL COVENANTS OR REMARKS**

assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

G. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

H. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at [www.sam.gov](http://www.sam.gov).

2. A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of



**SPECIAL COVENANTS OR REMARKS**

Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

B. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.

C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.

E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures,

**SPECIAL COVENANTS OR REMARKS**

48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in

**SPECIAL COVENANTS OR REMARKS**

ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contracts over \$10,000, or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the Council to waive the formal bid process pursuant to National City Municipal Code section 2.60.220, subsection (B), sole source procurement, for the Police Department's purchase of



**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** August 15, 2017

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City authorizing the Council to waive the formal bid process pursuant to National City Municipal Code section 2.60.220, subsection (B), sole source procurement, for the Police Department's purchase of a Use of Force Training Simulator system, in the amount of \$53,851.00 from Ti Training Corp.; including advising on the installation of a video projector and speakers at the police department, and including onsite training in the operation of the system for six police department employees.

**PREPARED BY:** Robert Rounds, Police Acting Captain

**DEPARTMENT:** Police

**PHONE:** (619) 336-4433

**APPROVED BY:** 

**EXPLANATION:**

The funds to purchase this piece of equipment will come from the Board of State and Community Corrections (BSCC) grant funds which were already accepted under City Council resolution #2017-52 on April 18, 2017. A portion of the BSCC grant funds have been committed for the purchase of a Use of Force Simulator as a de-escalation training tool for the police department.  
See Police Staff Report – Exhibit D.

**FINANCIAL STATEMENT:**

**APPROVED:**  Finance

**ACCOUNT NO.**

**APPROVED:** MIS

Expenditure: 290-411-659-\*\*\*

The funds are appropriated and available in the above expenditure account

**ENVIRONMENTAL REVIEW:**

This is not a project and, therefore, not subject to environmental review.

**ORDINANCE:** INTRODUCTION: ☐

**FINAL ADOPTION:** ☐

**STAFF RECOMMENDATION:**

Adopt the Resolution.

**BOARD / COMMISSION RECOMMENDATION:**

Not Applicable.

**ATTACHMENTS:**

Exhibit A: Ti Training Corp. Proposal

Exhibit B: Sole Source Letter for Ti Training Corp. Use of Force Simulator.

Exhibit C: Standard Agreement.

Exhibit D: Police Staff Report memo.



## Use of Force Training Simulator Proposal for:

August 2, 2017

Lieutenant Robert Rounds  
National City Police Department  
Operations Support  
(619) 336-4433 – Desk  
(619) 336-4525 - Fax  
[rounds@nationalcityca.gov](mailto:rounds@nationalcityca.gov)

**Ti** Training Corp.

**Ti Training Corp.**  
**4680 Table Mountain Drive Suite 150**  
**Golden, CO 80403**

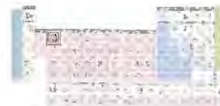
**Humberto Perez**  
**Sales Representative**

**Humberto@Titraining.com**  
**1.800.634.1936 X 310**  
**(562)324-1532 Cell**  
**(303)414-3556 Fax**



**Training Corp.**

*The Strongest Element in Training*



## CONTRACTOR INFORMATION

FULL LEGAL FIRM/COMPANY NAME: Ti Training LE, LLC

BUSINESS STREET ADDRESS: 4680 Table Mountain Dr. Suite 150 Golden, CO 80403

BUSINESS TELEPHONE NUMBER: 303-414-3555

BUSINESS FAX NUMBER: 303-414-3556

COUNTY: Jefferson

MINORITY OWNED: NO

.....  
NATURE OF BUSINESS: Design, Mfg., Sales and Maintenance of LE Simulators

PRINCIAPALS:

NAME: Gregory Otte

TITLE: President

NAME: Joe Mason

TITLE: Vice President

NAME: Kila Otte

TITLE: Sales Director

.....  
YEAR EST: 2006

FEDERAL TAX ID # 46-4301759






















CCR# X9HJR5

DUNS # 7806 80802





**Training Lab TL-102 –Force Training System: Portable Configuration**

<b>1) TL-102 Training Lab STANDARD FEATURES: Portable Turn Key System</b>		
	Training Scenario Library 800+ pre-loaded	
	New Scenarios for life of system	
	Exclusive Certified TASER Courses and Scenarios	
	Windows Professional Operating platform	
	System is Self-Calibrating under any lighting conditions	
	Travel Case (Storm Type)	
	17" Laptop with Training Lab Software Pre-Installed	
	HD 3D Video Projector (16:9 aspect Ratio) (1980x1280)	
	12'x7' Portable Projection Screen 16x9 Format with Travel Case	
	Portable Speaker System	
	Exclusive Scenario and "On-the-Fly" 3-D Audio	
	Up to 12 Independently Detected Devices (e.g. 12 Separate Shooters)	
	PiP - Recording and Playback of Trainee – Audio and Video (Camera)	
	Customized Record Keeping and Report Generation	
	Advanced Debrief- (All of Your Teaching Tools Can Be Used in Scenario Debrief)	
	All necessary cables, connections, software	
	Lowlight Simulator includes 1 Flashlight (TL-517) with Filter	
	Baton Branching	
	1- Laser OC Canister (TL-112)	
	3- Laser Inserts for Glock 22 Gen 4 Trigger Kits (TL-270 + TL-268)	
	12 Month Warranty – Extended System Warranties Available	
<b>1) TL-102 Training Lab System Pricing</b>		<b>\$19,750</b>
<b>REQUESTED ADD-ON OPTIONS</b>		<b>EACH</b>
<b>TOTAL</b>		
1) TL-REMOTE Portable Add-On Package Inc. projector, speakers, camera set & cable bundle		\$4,900
1) TL-VRG-RIFLE Inert Replica AR Rifle with Laser		\$300
1) TL-112 OC Laser Canister		\$1,400
1) TL-119 G2 Tactical Flashlight, Black with IR Filter		\$250
2) TL-201 TASER X-26 laser fitted, includes 1 Laser Cartridge		\$2,200
1) TL-270 Training Lab Dry Fire Laser Insert (Firing Pin Activation)		\$900
1) Pepper Ball Adaptor (Used with TL-270)		\$500
1) TL-246b Vest Hostile Fire Simulation Package (1 Vest, 1 Auxiliary Box, 1 Laser Box)		\$3,900
1) TL-244 Hostile Fire Vest - Stand alone		\$2,500
1) 4YWU Additional 4 Year Warranty with Training Lab Upgrade during final year Included		\$10,500
<b>Additional Options</b>		<b>\$29,550</b>
<b>DISCOUNT</b>		<b>-\$3,000</b>





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<b>SUB-TOTAL</b>		<b>\$46,300</b>
<b>CA Sales Tax 8.75%</b>		<b>\$4,051.25</b>
<b>Onsite Training</b>		<b>\$3,500</b>
<b>TOTAL</b>		<b>\$53,851</b>
<b>Master Instructor Training @ Customer Site or Ti Academy (Golden, CO)</b> Training is for 6 Students at the customers' site, 3 consecutive days 24 Hours)		
<b>Shipping:</b> There is no additional charge for shipping. Shipping is FOB destination.		
<b>Terms:</b> FOB: Destination Delivery: 45 days Warranty: 60 Months from delivery with system upgrade during final year included. Partial Shipment and/or Partial invoices are accepted. Please note otherwise. Screen: Shipped direct from the factory.		

### **Ti "Mile High" Support**

Ti Training has a full time customer support representative who is available in the Colorado office, toll free phone, land line, fax and e-mail. The office hours in the Golden Colorado customer support department are: M – F, 7am – 6pm. Weekends and after hours the customer support tech is available 24/7 via cellular phone and e-mail. In addition to the full time customer support tech there are two trainers that have the knowledge of system operation. These two support people have the same office hours and are available via cellular phone and e-mail. If a system has to be mailed back for repair the turnaround time is 24 hours, if 24 hours cannot be met, a loaner system will be sent overnight. You can load your content and be up and training with minimal down time. In addition to the regular support Ti Training has an open training policy. Here in the Golden Office Ti hold monthly training session in both technical issues and user interface issue. These monthly classes are free of charge to attend. They are scheduled months out and a simple confirmation assures your people will never go untrained. It is the philosophy of Ti Training the system we manufacture and sell and only as good as the end user and their expectation. With that in mind we do everything possible to maintain an open dialog and continued training to make your training the best it can be.

**Below are the bullet points of the customer support plan:**



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- ☐ 24 Hours a day, 7 days a week, 365 days a year Hot Line Technical Support via telephone
- ☐ On-line Remote Maintenance
- ☐ Diagnostics, Repair Parts and Labor 100% covered at the Ti Repair Facility in Colorado
- ☐ Free Software Updates
- ☐ Unlimited Credits to a Instructor Operation / Technical Course offered monthly, based on availability, Golden, Colorado
- ☐ Loaner system while yours is in repair.

### **Ti "Mile High" Warranty Upgrade Package**

This package includes 4 Years Additional Coverage that starts after the initial 1 year included in the base system package. Anytime within the 5th year of ownership of your Training Lab you can trade it in for a NEW Training Lab for no additional charge! This insures that your training technology is never out of date, always operational and includes the latest in advanced features.

## **Training Lab™ Master Instructor Initial Certification Course**

Ti Training Corp. is committed to providing the best, most advanced and effective training to our customers. It is critical that our customers not only know how to operate the Training Lab™ system and its components, but also how to safely and effectively provide training in the simulated environment. All of this not only provides your agency's officers with the best possible training, it also can reduce agency liability due to the depth of the training received by your instructors

### **Course Description:**

Ti Training Corp.'s course of simulation instruction is designed to train selected students in the set-up, function, operation, and maintenance of the Training Lab™ and Training Room™ interactive simulation systems, manufactured by Ti Training Corp. These systems utilize the latest advances video, laser, RF and programming technology to provide an intuitive, easy to maintain training tools. These tools are designed to aid in teaching Public Safety Personnel to effectively and safely perform their duties. This course begins with classroom theory and progresses to "hands on", proficiency based exercises. We at Ti Training Corp recognize that even the most advanced technology is useless in the hands of someone who cannot effectively operate and maintain that technology.



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In addition to setup, operation and troubleshooting of the simulator, this course includes an Instructor development block entitled "Effective Simulation Training." Developed in conjunction with an accredited college and backed by scientific research, this portion of the course contains the latest training techniques and methodologies for providing effective training in a simulated environment. Some of the components of this section of the course are listed below for reference:

**MASTER INSTRUCTOR CERTIFICATION**

Successful completion of the entire course of instruction provided by Ti Training Corp. certifies the attendees as "Master Simulation Instructors." As such they can not only provide training to members of your agency but they are also able to certify others within your agency as "Simulation Instructors."

**Topics Include:**

- Training Area Set Up
- Training Objectives
- Training Evolution
- Lesson Planning
- Scenario Implementation
- Effective Debriefing





**May 17, 2017**

**Sole Source Document for Ti Training Simulation Products**

**Lt. Robert Rounds**

**National City Police Department**

Simulation for Law Enforcement has been around for more than 20 years; there have always been several companies offering some form of system. Ti Training has over 100 years of Law Enforcement Simulation manufacturing, sales and service experience within our Management team. We are all owners of the company and have a simple philosophy: Build a tool using the best, most reliable technology and then support our products and customers.

**Use of Force Simulator**

All simulators essentially have the same functionality of projecting stimulus onto a screen and allowing the trainee to interact with that stimulus. Differences occur in how that stimulus is projected, how the stimulus is created, how the scenario responds to different devices, the level to which the trainee can interact. Additional differences are in design architecture. For example, some systems do not provide the instructor with useful tools that aid in the teaching and learning process. The quality of user training, customer support and service and value also vary greatly among manufacturers. Here is a list of unique features that make the "Training Lab" Use of Force Simulator by Ti Training worthy of being sole sourced.

**The Company**

- The Company is employee owned small business.
- The company is in its Tenth year of business.
- The company has a D&B rating of 98% positive.
- There is no "Parent" corporation to direct, alter or mingle in our affairs.
- The Company markets and sells only to the Law Enforcement community.
- The President has 21 years of successful Law Enforcement simulation leadership.
- The VP of Operations has 34 years of Law Enforcement sales and 12 years in simulation.
- The VP of Training has 20 years for Law Enforcement Simulation Training experience.
- The VP of Business Development has 22 years in Law Enforcement simulation sales.
- The Director of Sales has 20 years of Training, Content Design & Sales of LE simulators.
- The entire management team has worked together for over a decade.

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4680 Table Mountain Drive #170 Golden, CO 80403 [www.Titraining.com](http://www.Titraining.com) 800.634.1936





The Product "Training Lab" Ti used off the shelf products combined with proprietary software and lasers to create the most advanced simulation system for law enforcement today. Ti is the only manufacture of the Training Lab Simulation system to be used with proprietary configuration, lasers and scenarios. These "Sole Source" software features and components are highlighted below.

#### Computer

- Operating software is Windows□ for familiarity and reliability.
- The computer box is 100% commercially available off the shelf (COTS).
- All cables and connections are COTS.
- Optical Mouse for reliability and a backlit keyboard.
- 22" Flat panel monitor.

#### Audio System

- 5.1 surround sound speakers are standard.
- Sole Source Item- The Training Lab proprietary software uses the 5.1 surround sound speakers for 3D Audio controls allow the instructor to introduce, in real time, while the scenario is playing; sound effects to further stimulate the student. Sound effects files are accessible on the instructor's screen and can be customized by the end user. Each sound effect can be played from any single speaker or from a combination of speakers in the room to provide directionality.

#### Projection System

- The projector is a High Definition (HD), 16.9 Native Resolution, and Widescreen High Definition 3D capable Home Cinema Projector. 5500; 1 Contrast Ratio with Smooth Screen Technology,
- The screen is a Da-Lite fast fold free standing screen. Comes with legs and a carrying case, standard. The screen is a 12" x 7' screen (16 x 9 HD format) but if your training environment allows a 14' or even a 16' wide screen can be provided.

#### Hit detect and low light detection cameras

- Sole Source Item: The Hit detect camera is a "smart" camera. It has its own processing chip which helps in speeding up the calculations of the time of shot, location of shot, and it also reads the embedded code that distinguishes the laser device number.
- Sole Source Item: The calibration process is automated to include a line scan procedure. This scan of light on each pixel allows for the system to operate in various lighted situations. It eliminates the need for hand held calibration devices and darkened rooms. This is the most reliable and accurate calibration available in simulation and is only available on the Training Lab by Ti Training. Other simulators use a wand to locate spots on the screen. This is an antiquated calibration method that will result in less accurate shoot detection as well as light control issues.

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4680 Table Mountain Drive #170 Goldsboro, NC 27534 919.688.0403 [www.Titraining.com](http://www.Titraining.com) 800.634.1936





- The low light detection camera will read a real flashlight with an IR filter and allows for the trainee to use a real flashlight and train in low light conditions.
- Sole Source Item: Any IR light designed for night vision use can be used unfiltered on the system.

#### Low Light Training

- The Training Lab allows for the use of actual flashlights (covered by special filters). The instructor can set any lighting level for the scenario forcing the use of a flashlight to light up the portion of the screen that the student wants to see. Multiple flashlights can be used. This does not affect the use of any laser device and is not laser based.
- Sole Source Item: The light level can be controlled on the fly using a slider bar control at any time during a scenario to adjust the light level to any level of darkness. Other simulators only allow you to take the level of darks down to complete dark and this decision must be made at the start of the scenario.

#### Picture in Picture (PiP) –

- While running scenarios you have the ability to capture both color video and audio of the trainee. This video can then be played back in a picture in picture mode with the scenario. Key training points can be highlighted and with the use of the exclusive optical zoom feature dissected. This is critical to effective training since it provides an objective viewpoint for evaluation of performance by the student and the instructor.
- Sole Source Item: The PIP camera can pan and tilt and is controlled by the instructor in real time.. Zoom and focus controls are also on the instructor's screen. This video can be played in the large projected view or swapped into the smaller view to go over key points as needed. The playback can also be located on the screen in any area the instructor desires and at any playback rate, slow motion, frame by frame, or scrolled to a specific point in the video. Other simulators offer a recorded view but only offer a straight play back of the video with no detailed functionality to actually dissect the video for proper debrief with the trainee.

#### Report Generation w/ Templates

- Reports as simple as Name, Time, Date and Scenario Title to intricate reports detailing time and location of shots can be created using this software. This software can output reports electronically, or into Microsoft Word. Format for immediate printing. All reports can be customized to fit the needs of the individual departments.
- Sole Source Item: Reports can be saved, sent and printed directly from the instructor's debrief screen. The report format can be any Microsoft product, such as Word or Excel. Other simulators only provide a proprietary file that must be reformatted and transferred into a useable document offsite of the simulator.

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### Debrief Magnification

- During the debriefing of a trainee the instructor has the ability to use the mouse and magnify any portion of the down range screen. Especial on shot placement you will be able to oversize a target or suspect to show in greater detail the point of impact.
- Sole Source Item: The magnification area of interest can be manipulated and changed to show additional details of the area.

### Scenario Editor

- Sole Source Item: The Ti Training Scenario Editing software allows you to take any video file footage (standard definition or High Definition) and create multiple branching scenarios for use on the system. It includes an easy to use and intuitive system for defining scenes, hit zones (for firearm, OC, TASER, etc.) and branching options. This software is standard with any purchase of the Training Lab system and training is provided on how to film and edit your custom scenarios easily.

### Scenario Library

- Sole Source Item: The heart of any simulator is the content. The Training Lab comes with over 800+ fully branching scenarios. Since our inception we have filmed every scenario using High Definition cameras, we have not modified or stretched and standard definition video scenario to fit the 16 x 9 aspect ratio, they are ALL native HD. Other simulators only recently started to include HD video, and have opted to stretch old standard definition video to fit a 16x9 aspect ratio. This creates extremely distorted resolution and makes the scenarios very difficult to use, cutting the usable scenarios down to only the video filmed in HD. Beware of high scenario counts from other simulation companies. Ti training is the ONLY company providing all HD library of scenarios.
- Sole Source Item: All Scenarios filmed by Ti Training since June 2010 are filmed in 4K resolution. 4K is 4000 times clearer than standard HD. This gives the most realistic and clear video available today.
- Every scenario is filmed by a professional crew using professional actors for quality control. Specific scenarios have post production effects (e.g. blood splatter, sound effects, lighting controls, etc.) to enhance training objectives.
- Prior to filming scenarios, a user group of Law Enforcement trainers are gathered to assist in the writing of each scenario for accuracy and realism. Each calendar quarter, additional scenarios are filmed and are shipped to the end user automatically. These scenarios are created with input from our customers and are free of charge.

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### 3D Scenarios

- **Sole Source Item:** When a use of force decision is made, relative distances may be the most important factor in deciding if, when and what type of force should be used. The distance from the officer to a subject, the distance between a subject and weapons of opportunity, distances between multiple subjects and other officers or innocents, the size and location of objects between the officer and the subject, etc., are all critically important when determining what force option is most appropriate at a given moment.

In a two-dimensional environment we are programmed to perceive larger objects as closer and smaller objects as further away. This rudimentary method of evaluating distance is often inaccurate and has been shown to contribute to the process of “adverse training” which is the development of habits that are inconsistent with true-life applications. In airplane, vehicle and use of force simulation: this is always the challenge for virtual reality designers, to design systems that appear real so that response can be accurately tested and evaluated.

The Ti Training Lab™ system now offers a proprietary module that includes fully branching, high definition (HD 1080i) 3-Dimensional video. The video not only represents true-life proportional height and width accuracy but also adds the element of depth, giving the viewer a fully immersed experience. This type of 3-Dimensional training provides a realistic simulation and forces the brain to process the perceived information consistent with a real world event.

All 3D is not created equal. When evaluating video quality HD is the set standard. When evaluating adding 3D to that HD video the creation of the 3D effect is paramount. In order to have a true 3D effect you must film the video with 2 camera lens in perfect sync this gives the right and left eye aspect ratio. Each “eye” video is then edited separately to insure the highest quality is achieved then the 2 videos are overlapped. This overlapping creates a realistic depth when viewed with 3D eyewear. This type of 3D is Stereoscopic. Then the eyewear is important. Ti Training provides Active Eyewear that preform and undetectable shutter at 120th of a second but seem to the wearer to be just a polarized lens. The effect with our 3D videos is the trainee believes the action from the video is in the room with them. Other simulators use very old and outdated Anaglyph 3D that utilized colored lens (red & blue) to skew the viewer’s color perception. The scenarios are given a “color” treatment instead of using the 2 camera views. This is not realistic for simulation training whenever the trainees are required to use all of their senses to make true judgments. This skewing of the view is more of a confusion and actually takes away from the training value rather than enhance and make it more realistic. 50+ 3D scenarios come with the system and will be updated for free as we grow the library, every 4 months.

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- 3D CGI graphical background and Live video 3D green screen drills (Hogan's Ally) available.

• Sole Source Item: Upgrades to True Distance 3D are available. The upgrade includes a 3D Projector, Upgraded video card and 2 pairs of Active Eyewear.

#### Graphic Scenarios and Targets

- Sole Source Item: The Training Lab has a group of custom made graphical shooting target programs for skill building and target recognition. i.e. Plate rack, Pepper poppers, Courses of Fire.
- Using CGI imagery and Green screen video mixed the Training Lab can represent any environment realistically and simply.

#### Custom Course of Fire Software

- Sole Source Item: The Training Lab comes with the software to build any course of fire. You have the ability to photograph your background, load your targets, score and manipulate the range or COF in any manner.

• Sole Source Item: Upgrades to The Firing Line Marksmanship software are available. This would include features such as, windage and ballistics for long guns. Weapons and Devices

The Training Lab has the capability to track up to 12 laser devices simultaneously. The individual tracking allows the instructor to show who shot what device, when that device was fired and the location of impact for that device.

- Sole Source Item: All Laser devices for use on the Training Lab are proprietary and can only be purchased through Ti Training.

• Ti Training Handgun laser insert for dry fire. The laser insert slides into the breach end of the barrel and operates off standard watch batteries. The lasers are individually lane specific. The laser is activated by the firing pin and vibration. The laser is native 9mm but with sizing end caps the same laser can fit a .40 or .45.

• Handgun recoil Kits. This is a recoil kit for handgun. It is a drop in kit with no modifications required of the weapon (the weapon is not included). The recoil cycles the weapon and is powered by CO2 canisters in the magazine.

• Sole Source Item: The TI Training Lock Back Recoil Kit counts rounds and locks the slide back when the weapon is empty. Force Fail drills can also be induced at any time by the instructor. This is not a permanent modification to the handgun and is completely tether less.

• AR-15 Recoil Weapon, CO2 Recoil kit w/Laser. This is a recoil kit by Dvorak. It is a drop in kit with no modifications required of the weapon (the weapon is not

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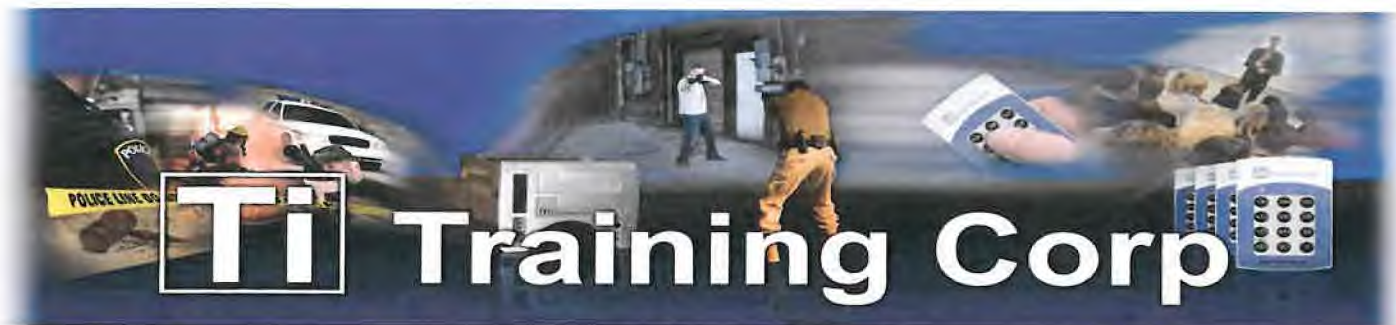
included). The recoil cycles the weapon and is powered by CO2 canisters in the magazine.

- Sole Source Item: Shot Gun Drop in Laser. This is a drop in shell with laser that makes your shotgun interactive with the system. No modifications to your weapon needed. (Weapon not included). Notches are cut from the sides to eliminate the ejection process so that only 1 laser is needed for multiple reloads.  
The Shotgun Drop in Laser is a multipurpose laser. It can be used for a multi round shot gun blast, a slug, or any less lethal round shotgun launched round, such as a bean bag or Taser Xrep.
- TASER® Device, X -26 or M-26, X2 (Sole Source Item), X3 Laser firing Training Weapon. TASER weapon is manufactured by TASER, Intl. for Ti Training. It is a non-firing, safe weapon. The weapon has the real Laser sight and countdown timer. The cartridges have 2 lasers at an 8 degree spread. A real TASER cartridge can NOT be fired by this "Safe" weapon. **TI Training is the ONLY Simulation Company Authorized by TASER International to provide TASER Trainer Simulation.**
- Ti Training OC Spray Canister, realistically sized and shaped, pulsing laser canister that fits into standard duty gear OC holsters.
- Baton Branching, Instructor driven branching that shows the appropriate on screen reaction to a baton strike should the student feel that the baton was the correct force option.
- Pepper ball, an adaptor t fits over the end of the actual Pepper ball gun and accepts your current laser insert. The air pressure (No Projectile) hits the laser and activates it by vibration.
- Sole Source Item: 37/40mm Less Lethal Laser. This is a drop in shell that houses a dry fire laser that makes you launcher interactive with the system. No modifications to your weapon needed. (weapon not included)
- Sole Source Item: Vibration Vest Hostile Fire  
The Vibration Vest is worn during Simulation training while the scenario is playing. When the suspect on the screen uses lethal force or when the suspect strikes at the officer, a laser floods the room and if the trainee is not behind cover the vest is activated by a bright light going off, an audible alarm sounding and an extreme vibration.

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**Advantages:** The Vibration Vest can simulate multiple suspect actions such as punches, kicks and use of lethal force against the trainee. Additionally, it allows for simulated return fire without the need to protect trainee and room from projectiles.

- Simulation Package Includes: 1 Vest, 1 Auxiliary Control Box, and 1 Room Laser
- Force on Force Package Includes: 2 Vests and 2 Gun Lasers

#### Telemetry

The Training Lab has the ability to track different functions of the trainee. Each of the following devices records information and plays back in real time while debriefing a trainee inside the Training Lab software.

- Sole Source Item: Heart rate – An optional wireless heart rate monitor is worn on the trainee and the graph of the trainees heart rate will play back after the scenario in debrief as a graph at the bottom of the screen.
- Sole Source Item: Respiratory rate – An optional respiratory belt is worn around the chest of the trainee and the graph of the trainees breathing will play back after the scenario in debrief as a graph at the bottom of the screen.
- Sole Source Item: Trigger graph – An optional device is placed on the rails of a handgun and in real time with the scenario in debrief you will see the trigger pressure applied at any given point.

#### Environmental Controls

**Sole Source Item: Auxiliary Control Box** With this option the Training Lab has the ability to control on/off switches of devices in the room wirelessly from the instructor monitor. Some examples of devices that can be controlled are:

- Light bar – Any light source like a full light bar, a strobe or just room lighting can be controlled by the training Lab instructor for the instructor screen.
- Smoke or Fog machine.
- Wind or fan
- Stress Vest
- Any device with an on-off switch can be added to this environmental control.

#### Video Productions

**Sole Source Item:** Ti Training is the only simulation company with a full time video crew and state of the art video production studio. Our production crew has been professionally filming scenarios, training DVD's and promotional videos for the past 7 years. All of the video equipment is High Definition/4K (Red cameras). Our editing suite allows for computer generated imagery and post scenario effects to enhance the training objectives. The 2500 sq. foot studio has a 60 x 20 green screen and a fully enclosed sound booth. New CGI mixed with real video makes the possibilities endless. The studio and camera are now 3D ready and moving forward all scenarios will be filmed

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in 4K 3D. Both 2D and 3D version of each scenario will be available and provided free of charge every 4 months on a self-loading disk. Usually around 25 new scenarios are provided.

- Ti Training also provides our Studio Productions to agencies who would like to produce custom scenarios. We offer a link to provide scenario ideas on our website as well as can come onsite with your agency to film any objective and location.

#### Live Fire

- Sole Source Item: The Training Lab is fully equipped to have the system operate in live fire mode. With the addition of a live fire laser you will have the ability to shoot live round in scenario based training. The scenarios branch and all of the instructor functions remain the same. In debrief you will see shot placement just like in laser mode. There is no need for large, expensive, specialized screen for hit detection. A true breakthrough for live fire judgmental training.

#### Operational Training

- Sole Source Item: Ti Training Corp. is committed to providing the best, most advanced and effective training to our customers. It is critical that our customers not only know how to operate the Training Lab™ system and its components, but also how to safely and effectively provide training in the simulated environment. All of this not only provides your agency's officers with the best possible training, it also can reduce agency liability due to the depth of the training received by your instructors
- Ti Training Corp.'s course of simulation instruction is designed to train selected students in the set-up, function, operation, and maintenance of the Training Lab™ and Training Room™ interactive simulation systems, manufactured by Ti Training Corp. These systems utilize the latest advances video, laser, RF and programming technology to provide an intuitive, easy to maintain training tools. These tools are designed to aid in teaching Public Safety Personnel to effectively and safely perform their duties. This course begins with classroom theory and progresses to "hands on", proficiency based exercises. We at Ti Training Corp recognize that even the most advanced technology is useless in the hands of someone who cannot effectively operate and maintain that technology.
- In addition to setup, operation and troubleshooting of the simulator, this course includes an Instructor development block entitled "Effective Simulation Training." Developed in conjunction with an accredited college and backed by scientific research, this portion of the course contains the latest training techniques and methodologies for providing effective training in a simulated environment.
- Successful completion of the entire course of instruction provided by Ti Training Corp. certifies the attendees as "Master Simulation Instructors." As such they can not only provide training to members of your agency but they are also able to certify others within your agency as "Simulation Instructors."

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- Training is on set up, basic operation, running students through simulation, filming and editing of custom scenarios, recoil gun care and maintenance, troubleshooting, customizing your simulator to your needs and policies and on the Classroom keypad system.

#### Classroom Simulation Training System

- Classroom keypad system that integrates into the Ti Training Lab or can be freestanding on any computer with Power Point loaded. The software license is free to allow for multiple users and can track up to 1000 response cards per receiver.
- Sole Source Item: Interactive turnkey courses are available for use with the training Room package. Titles cover a wide variety of subjects delivered by the world's leading Law Enforcement trainers.

#### Ti Pad Remote Instructor Control Tablet

- The entire Training Lab can be operated from a remote, wireless, handheld tablet, iPad. This is especially useful in live fire simulation training and when an instructor wants to move in closer to the trainee while going through scenarios. All instructor monitor functions can be controlled by this remote TiPad.
- Sole Source Item: Interactive turnkey courses are available for use with the training Room package. Titles cover a wide variety of subjects delivered by the world's leading Law Enforcement trainers.

#### Titanium Lock Back Recoil Kit

- The Titanium Lock Back Recoil Kit is a recoil kit that is exclusively offered by Ti. The kit drops into any Glock without any permanent modifications. Recoil is powered by CO2 in the magazine and the kit counts rounds fired until empty and will lock back forcing a reload drill. This kit can also induce a force failure drill.
- Sole Source Item: TI Training is the ONLY Source for this recoil kit for use with LIVE gun without permanent modifications allowing a lock back function without tethers.

#### • Sole Source Item

The Training Lab EX\* projects up to 33' wide and incorporates our 180-degree mobile screen system. No matter what your training objectives are, your Training Lab EX system can accommodate them. The Virtual Marksmanship Mode supports up to 12 individual lanes. With a quick and easy adjustment, you can switch to a 180-degree judgment scenario training in a completely immersive environment.

With the Gullwing configuration, you simply close the sides to maximize your training objectives, from flat configuration to 180 degrees - the system stays completely calibrated and can be moved easily and instantly to seamlessly incorporate a vastly expanded array of virtual training options. \*Patent pending

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#### Ultra-World- Virtual Shoot House

- Ti Training offers a multi room simulation experience that is completely Customizable and Mobile. The Ultra World is an innovative fabricated architectural structure that has 4 different configuration options and incorporates 4 separate projected surfaces (combined in 1 room or spread into separate rooms) all from 1 computer source.
  - Sole Source Item: TI Training is the ONLY Source for this Ultra World multi-screen / multi room simulation configuration. Exclusive content is designed for use in each of the mobile wall configurations. All of the screens operate off of a single computer source.
- Sincerely,

Kila Otte  
 Ti Training  
 VP Sales  
 1-800-634-1936 ext 207  
[kila@titraining.com](mailto:kila@titraining.com)

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**AGREEMENT  
BY AND BETWEEN  
THE CITY OF NATIONAL CITY  
AND  
TI TRAINING LE, LLC**

THIS AGREEMENT is entered into on this 15th day of August, 2017, by and between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and TI TRAINING LE, LLC, a Colorado limited liability company, D.B.A. "TI TRAINING CORP" (the "CONTRACTOR").

**RECITALS**

WHEREAS, the CITY desires to employ a CONTRACTOR to provide electronic use-of-force training for officers.

WHEREAS, the CITY has determined that the CONTRACTOR is a company engaged in the design, manufacture, sales and maintenance of law enforcement simulators and is qualified by experience and ability to perform the services desired by the CITY, and the CONTRACTOR is willing to perform such services.

WHEREAS, the CITY has determined that CONTRACTOR's use-of-force simulator services are unique in that the CONTRACTOR, for example, is the only CONTRACTOR to provide: integrated TASER services with its use-of-force simulator; over 50 three-dimension scenarios that are updated for free; and a vibration vest that simulates multiple suspect actions such as punches, kicks, and use of lethal force against the trainee.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. **ENGAGEMENT OF CONTRACTOR.** The CITY agrees to engage the CONTRACTOR to advise on the installation of a video projector, speaker system, and associated wiring for a portable "Use of Force Training Simulator" at the Police Department, located at 1200 National City Boulevard, National City, CA 91950, as more specifically described in Exhibit "A". Upon completion of such installation, the CONTRACTOR will provide user training for the Use of Force Simulator system at the Police Department. CONTRACTOR shall provide such training to six National City Police Department Officers at a mutually agreed upon date and time, and the CONTRACTOR agrees to perform the services set forth here in accordance with all terms and conditions contained herein.

The CONTRACTOR represents that all services shall be performed directly by the CONTRACTOR or under direct supervision of the CONTRACTOR.

2. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective on August 15, 2017. The duration of this Agreement is for the period of August 15, 2017 through December 15, 2017. Completion dates or time durations for specific portions of the project are set forth in Exhibit "A".

3. **SCOPE OF SERVICES.** The CONTRACTOR will perform those installation services and use-of-force training services to National City Police Department Officers as set forth in the attached Exhibit "A".

The CONTRACTOR shall be responsible for all research and reviews related to the work and shall not rely on personnel of the CITY for such services, except as authorized in advance by the CITY. In this case the CITY will install the video projector, speaker system, and associated wiring for the portable "Use of Force Training Simulator".

The CITY may unilaterally, or upon request from the CONTRACTOR, from time to time reduce or increase the Scope of Services to be performed by the CONTRACTOR under this Agreement. Upon doing so, the CITY and the CONTRACTOR agree to meet in good faith and confer for the purpose of negotiating a corresponding reduction or increase in the compensation associated with said change in services.

4. **PROJECT COORDINATION AND SUPERVISION.** Lieutenant Robert Rounds hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The CONTRACTOR shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONTRACTOR. Kila Otte thereby is designated as the Project Director for the CONTRACTOR.

5. **COMPENSATION AND PAYMENT.** The compensation for the CONTRACTOR shall be based on one billing covering actual work performed. The billing shall include labor classifications, respective rates, hours worked and also materials, if any. The total cost for all work described in Exhibit "A" shall not exceed \$53,851. The invoice will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit "A", as determined by the CITY.

The CONTRACTOR shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred, and shall make such materials available at its office at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by the CITY, and for furnishing of copies to the CITY, if requested.

6. **ACCEPTABILITY OF WORK.** The CITY shall decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the acceptable completion of this Agreement, and the amount of compensation due. In the event the CONTRACTOR and the CITY cannot agree to the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONTRACTOR in this Agreement, the CITY or the CONTRACTOR shall give to the other written notice. Within ten (10) business days, the CONTRACTOR and the CITY shall each prepare a report which supports their position and file the same with the other party. The CITY shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONTRACTOR.

7. **DISPOSITION AND OWNERSHIP OF DOCUMENTS.** The Memoranda, Reports, Maps, Drawings, Plans, Specifications, and other documents prepared by the CONTRACTOR for this project, whether paper or electronic, shall become the property of the



CITY for use with respect to this project, and shall be turned over to the CITY upon completion of the project, or any phase thereof, as contemplated by this Agreement.

Contemporaneously with the transfer of documents, the CONTRACTOR hereby assigns to the CITY, and CONTRACTOR thereby expressly waives and disclaims any copyright in, and the right to reproduce, all written material, drawings, plans, specifications, or other work prepared under this Agreement, except upon the CITY'S prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONTRACTOR shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

The CONTRACTOR agrees that the CITY may use, reuse, alter, reproduce, modify, assign, transfer, or in any other way, medium, or method utilize the CONTRACTOR'S written work product for the CITY'S purposes, and the CONTRACTOR expressly waives and disclaims any residual rights granted to it by Civil Code Sections 980 through 989 relating to intellectual property and artistic works.

Any modification or reuse by the CITY of documents, drawings, or specifications prepared by the CONTRACTOR shall relieve the CONTRACTOR from liability under Section 14, but only with respect to the effect of the modification or reuse by the CITY, or for any liability to the CITY should the documents be used by the CITY for some project other than what was expressly agreed upon within the Scope of Services of this project, unless otherwise mutually agreed.

8. **INDEPENDENT CONTRACTOR.** Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers with one another. Neither the CONTRACTOR nor the CONTRACTOR'S employees are employees of the CITY, and are not entitled to any of the rights, benefits, or privileges of the CITY'S employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

This Agreement contemplates the personal services of the CONTRACTOR and the CONTRACTOR'S employees, and it is recognized by the parties that a substantial inducement to the CITY for entering into this Agreement was, and is, the professional reputation and competence of the CONTRACTOR and its employees. Neither this Agreement nor any interest herein may be assigned by the CONTRACTOR without the prior written consent of the CITY. Nothing herein contained is intended to prevent the CONTRACTOR from employing or hiring as many employees, or SUBCONTRACTORS, as the CONTRACTOR may deem necessary for the proper and efficient performance of this Agreement. All agreements by CONTRACTOR with its SUBCONTRACTOR(S) shall require the SUBCONTRACTOR(S) to adhere to the applicable terms of this Agreement.

9. **CONTROL.** Neither the CITY nor its officers, agents, or employees shall have any control over the conduct of the CONTRACTOR or any of the CONTRACTOR'S employees, except as herein set forth, and the CONTRACTOR or the CONTRACTOR'S agents, servants, or employees are not in any manner agents, servants, or employees of the CITY, it being understood that the CONTRACTOR its agents, servants, and employees are as to the CITY wholly independent CONTRACTOR, and that the CONTRACTOR'S obligations to the CITY are solely such as are prescribed by this Agreement.

10. **COMPLIANCE WITH APPLICABLE LAW.** The CONTRACTOR, in the performance of the services to be provided herein, shall comply with all applicable state and federal statutes and regulations, and all applicable ordinances, rules, and regulations of the City of National City, whether now in force or subsequently enacted.

11. **LICENSES, PERMITS, ETC.** The CONTRACTOR represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. The CONTRACTOR represents and covenants that the CONTRACTOR shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the CONTRACTOR to practice its profession.

12. **STANDARD OF CARE.**

A. The CONTRACTOR, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CONTRACTOR'S trade or profession currently practicing under similar conditions and in similar locations. The CONTRACTOR shall take all special precautions necessary to protect the CONTRACTOR'S employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.

B. Unless disclosed in writing prior to the date of this Agreement, the CONTRACTOR warrants to the CITY that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the CONTRACTOR'S professional performance or the furnishing of materials or services relating thereto.

C. The CONTRACTOR is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONTRACTOR has been retained to perform, within the time requirements of the CITY, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONTRACTOR has notified the CITY otherwise, the CONTRACTOR warrants that all products, materials, processes or treatments identified in the project documents prepared for the CITY are reasonably commercially available. Any failure by the CONTRACTOR to use due diligence under this sub-section will render the CONTRACTOR liable to the CITY for any increased costs that result from the CITY'S later inability to obtain the specified items or any reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.

13. **NON-DISCRIMINATION PROVISIONS.** The CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CONTRACTOR will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR agrees to post in



conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

14. **CONFIDENTIAL INFORMATION.** The CITY may from time to time communicate to the CONTRACTOR certain confidential information to enable the CONTRACTOR to effectively perform the services to be provided herein. The CONTRACTOR shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The CONTRACTOR shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 14, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONTRACTOR, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONTRACTOR without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the CONTRACTOR by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

The CONTRACTOR shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the CITY. In its performance hereunder, the CONTRACTOR shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

CONTRACTOR shall be liable to CITY for any damages caused by breach of this condition, pursuant to the provisions of Section 15.

15. **INDEMNIFICATION AND HOLD HARMLESS.** The CONTRACTOR agrees to defend, indemnify and hold harmless the City of National City, its officers, officials, agents, employees, and volunteers against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the CONTRACTOR'S performance or other obligations under this Agreement; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the CITY, its agents, officers, employees or volunteers. CITY will cooperate reasonably in the defense of any action, and CONTRACTOR shall employ competent counsel, reasonably acceptable to the City Attorney.

The indemnity, defense, and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term of this Agreement.

16. **WORKERS' COMPENSATION.** The CONTRACTOR shall comply with all of the provisions of Colorado workers' compensation requirements; and all similar State or federal acts or laws applicable; and shall indemnify, and hold harmless the CITY and its officers, employees, and volunteers from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the CITY or its officers, employees, or

volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the CONTRACTOR under this Agreement.

17. **INSURANCE.** The CONTRACTOR, at its sole cost and expense, shall purchase and maintain, and shall require its SUBCONTRACTOR(S), when applicable, to purchase and maintain throughout the term of this Agreement, the following insurance policies:

A. ☐ If checked, **Professional Liability Insurance** (errors and omissions) with minimum limits of \$1,000,000 per occurrence.

B. **Automobile Insurance** covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include owned, non-owned, and hired vehicles ("any auto"). The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided.

C. **Commercial General Liability Insurance**, with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate with a \$1,000,000 umbrella policy, covering all bodily injury and property damage arising out of its operations, work, or performance under this Agreement. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this "project" or "location". The "project" or "location" should be noted with specificity on an endorsement that shall be incorporated into the policy.

D. **Workers' Compensation Insurance** in an amount sufficient to meet Colorado statutory requirements covering all of CONTRACTOR'S employees and employers' liability insurance. In addition, the policy shall be endorsed with a waiver of subrogation in favor of the CITY. Said endorsement shall be provided prior to commencement of work under this Agreement.

E. The aforesaid policies shall constitute primary insurance as to the CITY, its officers, officials, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY's Risk Manager, at the address listed in subsection G below, of cancellation or material change.

F. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the CONTRACTOR shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement. In addition, the "retro" date must be on or before the date of this Agreement.

G. The Certificate Holder for all policies of insurance required by this Section shall be:

City of National City  
c/o Risk Manager  
1243 National City Boulevard  
National City, CA 91950-4397

H. Insurance shall be written with only insurers authorized to conduct business in California that hold a current policy holder's alphabetic and financial size category rating of not less than A:VII according to the current Best's Key Rating Guide, or a company of equal financial stability that is approved by the CITY'S Risk Manager. In the event coverage is provided by non-admitted "surplus lines" carriers, they must be included on the most recent California List of Eligible Surplus Lines Insurers (LESLI list) and otherwise meet rating requirements.

I. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY'S Risk Manager. If the CONTRACTOR does not keep all of such insurance policies in full force and effect at all times during the terms of this Agreement, the CITY may elect to treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

J. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY.

K. If the CONTRACTOR maintains broader coverage or higher limits (or both) than the minimum limits shown above, the CITY requires and shall be entitled to the broader coverage or higher limits (or both) maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

18. **LEGAL FEES.** If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorneys' fees.

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party if other than the CITY shall, in addition, be limited to the amount of attorney's fees incurred by the CITY in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

19. **TERMINATION.**

A. This Agreement may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon 60-day's written notice to the CONTRACTOR. During said 60-day period the CONTRACTOR shall perform all services in accordance with this Agreement.

B. This Agreement may also be terminated immediately by the CITY for cause in the event of a material breach of this Agreement, misrepresentation by the CONTRACTOR in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CITY.

C. Termination with or without cause shall be effected by delivery of written Notice of Termination to the CONTRACTOR as provided for herein.



D. In the event of termination, all finished or unfinished Memoranda Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONTRACTOR, whether paper or electronic, shall immediately become the property of and be delivered to the CITY, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, and less any damages caused the CITY by the CONTRACTOR'S breach, if any. Thereafter, ownership of said written material shall vest in the CITY all rights set forth in Section 7.

E. The CITY further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting the CONTRACTOR; (2) a reorganization of the CONTRACTOR for the benefit of creditors; or (3) a business reorganization, change in business name or change in business status of the CONTRACTOR.

20. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To CITY:      Acting Captain Robert Rounds  
                 Police Department  
                 City of National City  
                 1243 National City Boulevard  
                 National City, CA 91950-4397

To CONTRACTOR:  
                 Kila Otte  
                 Vice President of Sales  
                 Ti Training Corp.  
                 4680 Table Mountain Drive, Suite 150  
                 Golden, CO 80403

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication sent by cable, telex, telecopy, facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

21. **CONFLICT OF INTEREST AND POLITICAL REFORM ACT**

**OBLIGATIONS.** During the term of this Agreement, the CONTRACTOR shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the City of National City. The CONTRACTOR also agrees not to specify any product, treatment, process or material for the project in which the CONTRACTOR has a material financial interest, either direct or indirect, without first notifying the CITY of that fact. The CONTRACTOR shall at all times comply with the terms of the Political Reform Act and the National City Conflict of Interest Code. The CONTRACTOR shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONTRACTOR has a financial interest as defined in Government Code Section 87103. The CONTRACTOR represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the CITY.

☐ If checked, the CONTRACTOR shall comply with all of the reporting requirements of the Political Reform Act and the National City Conflict of Interest Code. Specifically, the CONTRACTOR shall file a Statement of Economic Interests with the City Clerk of the City of National City in a timely manner on forms which the CONTRACTOR shall obtain from the City Clerk.

The CONTRACTOR shall be strictly liable to the CITY for all damages, costs or expenses the CITY may suffer by virtue of any violation of this Section 21 by the CONTRACTOR.

22. **PREVAILING WAGES.** State prevailing wage rates may apply to work performed under this Agreement. State prevailing wages rates apply to all public works contracts as set forth in California Labor Code, including but not limited to, Sections 1720, 1720.2, 1720.3, 1720.4, and 1771. CONTRACTOR is solely responsible to determine if State prevailing wage rates apply and, if applicable, pay such rates in accordance with all laws, ordinances, rules, and regulations.

23. **MISCELLANEOUS PROVISIONS.**

A. *Computation of Time Periods.* If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state, or legal holiday.

B. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.

C. *Captions.* Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

D. *No Obligations to Third Parties.* Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.

E. *Exhibits and Schedules.* The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes. To the extent any



exhibits, schedules, or provisions thereof conflict or are inconsistent with the terms and conditions contained in this Agreement, the terms and conditions of this Agreement shall control.

F. *Amendment to this Agreement.* The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

G. *Waiver.* The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

H. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California.

I. *Audit.* If this Agreement exceeds ten-thousand dollars (\$10,000), the parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the Agreement, per Government Code Section 8546.7.

J. *Entire Agreement.* This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

K. *Successors and Assigns.* This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

L. *Subcontractors or SubCONTRACTORS.* The CITY is engaging the services of the CONTRACTOR identified in this Agreement. The CONTRACTOR shall not subcontract any portion of the work, unless such subcontracting was part of the original proposal or is allowed by the CITY in writing. In the event any portion of the work under this Agreement is subcontracted, the subCONTRACTOR(s) shall be required to comply with and agree to, for the benefit of and in favor of the CITY, both the insurance provisions in Section 17 and the indemnification and hold harmless provision of Section 15 of this Agreement.

M. *Construction.* The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party and such party's counsel and advisors have reviewed this Agreement, (v) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

**[END OF AGREEMENT – SIGNATURES APPEAR ON NEXT PAGE]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

**CITY OF NATIONAL CITY**

By: \_\_\_\_\_  
Ron Morrison, Mayor

**APPROVED AS TO FORM:**

Angil P. Morris Jones  
City Attorney

By: \_\_\_\_\_  
Roberto M. Contreras  
Deputy City Attorney

**TI TRAINING LE, LLC, a Colorado limited liability company, D.B.A. "TI TRAINING CORP"**

*(Corporation – signatures of two corporate officers required)*

By: \_\_\_\_\_  
*(Name)*

\_\_\_\_\_  
*(Print)*

\_\_\_\_\_  
*(Title)*

By: \_\_\_\_\_  
*(Name)*

\_\_\_\_\_  
*(Print)*

\_\_\_\_\_  
*(Title)*



# CERTIFICATE OF LIABILITY INSURANCE

TITRA-1 OP ID: APH

DATE (MM/DD/YYYY)

07/24/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lightship Insurance 1650 Franklin Street Denver, CO 80218 John Klaassen	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:  INSURER(S) AFFORDING COVERAGE  INSURER A : <b>Nautilus</b> INSURER B : <b>Auto-Owners Insurance</b> INSURER C : <b>Evanston</b> INSURER D : INSURER E : INSURER F :
INSURED Table Mountain Group, LLC Ti Training LE, LLC Ti Training Corp Ti Outdoors, LLC 4680 Table Mountain Dr Ste170 Golden, CO 80403	NAIC #  17370 18988 35378   

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	NN700660	06/27/2016	06/27/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$		XOBW6035015	06/27/2016	06/27/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Business Property		74884253	06/27/2016	06/27/2018	Bus Prop 212,830
B	Emp. Dishonesty		74884253	06/27/2016	06/27/2018	Emp Dis. 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

National City Police Department is additional insured for ongoing operations as respects general liability per written contract.

## CERTIFICATE HOLDER

## CANCELLATION

<b>CITY of NC</b> <b>40 RISK MGR</b> National City Police Department 1200 National City Blvd National City, CA 91950-4302 <i>CITY PDW 83</i>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**Date:** August 1, 2017

**TO:** City Council of the City of National City

**FROM:** Robert Rounds, Police Acting Captain

**SUBJECT:** Staff Report: Resolution of the City Council of the City of National City authorizing the City Council to waive the formal bid process pursuant to National City Municipal Code section 2.60.220, subsection (B), sole source procurement, for the Police Department's purchase of a Use of Force Training Simulator system, in the amount of \$53,851.00 from Ti Training Corp.; including advising on the installation of a video projector and speakers at the police department, and including onsite training in the operation of the system for six police department employees.

---

**SUMMARY:**

The police department requests authorization to purchase a Use of Force Training Simulator, which includes the training for six police department personnel in the operation of the simulator system, for police department de-escalation skills training.

It is recommended the City Council approve the Resolution of the City Council of the City of National City authorizing the City Council to waive the formal bid process pursuant to National City Municipal Code (NCMC) section 2.60.220, subsection (B) (sole source) for the purchase of a Use of Force Training Simulator, including related training in the operation of the simulator system from Ti Training Corp.

**BACKGROUND:**

On April 18, 2017, the City Council of the City of National City adopted a resolution (#2017-52) ratifying the acceptance of \$294,084.00 in grant money disbursement from the Board of State and Community Corrections (BSCC)/State of California AB109 grant fund for the purposes of increasing positive outcomes between municipal law enforcement and high-risk populations. A portion of the grant funds were to be utilized for the purchase of a Use of Force Training Simulator for de-escalation training.

The police department researched and evaluated three Use of Force Training Simulators from the following manufacturers: VirTra, Milo Range, and Ti Training Corp. The Ti Training Corp. Use of Force Training Simulator stood out as the product best suited to meet the National City Police Department's needs.

National City Police Department  
1200 National City Boulevard, National City, CA 91950-4302  
619/336-4400 Fax 619/336-4525 [www.nationalcityca.gov](http://www.nationalcityca.gov)

**PROCUREMENT PROCESS AND SOLE SOURCE BASIS:**

The Police Department is requesting to waive the competitive formal bid requirement pursuant to National City Municipal Code (NCMC) 2.60.220(B). Sole source procurements may be used “when there is only one source from which a particular commodity is available and there is no adequate substitute.” In addition, it may be used when “it is clear that competitive bidding will not produce any competitive advantage or would be impractical or not meet any urgent procurement need.” The Police Department staff recommends the purchase of the Ti Training Corp. Use of Force Training Simulator. Based on the Police Department’s research, the Ti Training Corp. Use of Force Training Simulator will meet the Police Department’s needs, there is no adequate substitute, and their system is unique from other Use of Force Training Simulators in that Ti Training Corp. is the only company that officers all of the following unique features together in one package:

- A “smart” “Hit” detection camera with its own processing chip to speed up calculations.
- An automated calibration process, eliminating the need for hand held calibration devices and darkened rooms.
- Any infrared light designed for night vision use can be used unfiltered with the simulator.
- Low light training allows for the use of actual flashlights so the training scenario can be set to any lighting level desired.
- Multiple flashlights can be used at the same time.
- Lighting conditions within the training scenario can be adjusted “on the fly” at any time while the scenario is activated.
- Magnification of the debrief playback video, allowing the instructor to magnify an area of interest to show additional details during the debrief session.
- A training library of more than 800 fully branching high definition scenarios.
- Ti Training Corp. provides numerous new training scenarios each year to add to the library of scenarios – free of charge.
- Capability to track up to 12 laser devices simultaneously and the laser devices are “lane specific.”
- Axon (formerly Taser International) simulated electronic control devices for use with the system are manufactured for Ti Training Corp. by Axon (formerly Taser) International.
- Ti Training Corp. is the only simulation company authorized by Axon (formerly Taser International) to provide Taser trainer simulation.
- A Vibration Vest which can be worn by the participant during training to provide vibrating feedback if the participant is struck by a suspect’s weapon. The vest responds to a laser that floods the room when activated. If the participant is not



behind cover, the vest is activated. The vest can be activated by either the system operator or by an automatic trigger built into some of the scenarios.

See "Exhibit B", Sole Source Letter from Ti Training Corp for a comprehensive list of the Use of Force Training Simulator's unique specifications.

**FISCAL IMPACT:**

The cost of the Ti Training Corp Use of Force Simulator, including sales tax and on-site training is \$53,851. The funds for the purchase of the simulator will be taken out of the \$294,084.00 BSCC/State of California AB109 grant money which was already accepted by the City under City Council Resolution #2017-52.

**ENVIRONMENTAL IMPACT:**

This proposed activity has been reviewed for compliance with the California Environmental Quality Act (CEQA) found under California Code of Regulations, Title 14, Division 6, Chapter 3, Article 20, Section 15378 and it has been determined that the activity is not a "Project" as defined under the Code because it will not result in a physical change in the environment. In addition, the activity does not constitute a "Project" within the meaning of the California Public Resources Code Section 21065 in that it has no potential cause to either a direct physical change in the environment, or a reasonably foreseeable indirect change in the environment. Therefore, pursuant to Section 15069(c)(3) of the State CEQA Guidelines, the activity is not subject to CEQA. Thus, no environmental review is necessary.

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable.

**ATTACHMENTS:**

Attachment "B": Sole Source Letter from Ti Training Corp.

RESOLUTION NO. 2017 – 52

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
RATIFYING THE ACCEPTANCE OF THE DISBURSEMENT FROM  
THE BOARD OF STATE AND COMMUNITY CORRECTIONS (BSCC)/STATE  
OF CALIFORNIA AB109 GRANT FUND, ADMINISTERED THROUGH  
THE CITY OF SAN DIEGO, IN THE AMOUNT OF \$294,084.00, AND  
AUTHORIZING THE ESTABLISHMENT OF A FISCAL YEAR 2017  
APPROPRIATION AND A CORRESPONDING REVENUE BUDGET  
IN THE AMOUNT OF \$294,084 FOR INCREASING POSITIVE  
OUTCOMES BETWEEN MUNICIPAL LAW ENFORCEMENT  
AND HIGH-RISK POPULATIONS

WHEREAS, the Board of State and Community Corrections/State of California  
AB 109 awarded grant funds to the National City Police Department ("NCPD") in the amount of  
\$294,084 to increase positive outcomes between NCPD and the community; and

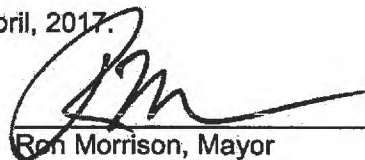
WHEREAS, NCPD will utilize the grant funds as follows:

- Outreach to High-Risk Youth/Youth Diversion Programs
- Homeless Outreach Operations
- Crises Intervention/De-Escalation/Mindful Resilience Training for Officers
- Gang and Violence Prevention Programs

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of  
National City hereby ratifies the acceptance of the disbursement from the Board of State and  
Community Corrections (BSCC)/State of California AB109 grant fund, administered through the  
City of National City San Diego, in the amount of \$294,084 to increase positive outcomes  
between municipal law enforcement and high-risk populations.

BE IT FURTHER RESOLVED that the City Council authorizes the establishment  
of a Fiscal Year 2017 appropriation and a corresponding revenue budget in the amount of  
\$294,084.

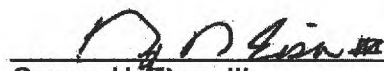
PASSED and ADOPTED this 18<sup>th</sup> day of April, 2017.

  
Ron Morrison, Mayor

ATTEST:

  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

  
George H. Eiser, III  
Interim City Attorney

Passed and adopted by the Council of the City of National City, California, on April 18, 2017 by the following vote, to-wit:

Ayes: Councilmembers Cano, Mendivil, Morrison, Rios, Sotelo-Solis.

Nays: None.

Absent: None.

Abstain: None.

AUTHENTICATED BY: RON MORRISON  
Mayor of the City of National City, California

Michael L. Della  
City Clerk of the City of National City, California

By: \_\_\_\_\_  
Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION NO. 2017-52 of the City of National City, California, passed and adopted by the Council of said City on April 18, 2017.

\_\_\_\_\_  
City Clerk of the City of National City, California

By: \_\_\_\_\_  
Deputy

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City adopting City Council Policy # 206, “Debt Management.” (Finance)

# CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

**MEETING DATE:** August 15, 2017

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City adopting City Council Policy # 206, "Debt Management."

**PREPARED BY:** Mark Roberts, Director of Finance

**DEPARTMENT:** Finance

**PHONE:** 619-336-4265

**APPROVED BY:** \_\_\_\_\_

**EXPLANATION:**

City Council Policy # 206, "Debt Management" sets forth debt management objectives for the City of National City, the National City Joint Powers Financing Authority, the Successor Agency to the National City Redevelopment Agency, and any other entity for which the City Council acts as legislative body.

Historically, the City of National City has financed various capital expenditures through the issuance of debt and has followed accepted debt management practices and all other legal requirements. Government Code section 8855(i) requires any issuer of public debt to provide to California Debt and Investment Advisory Commission (CDIAC) no later than 30 days prior to the sale of any debt issue a report of the proposed issuance. Effective January 1, 2017, issuers must certify on the Report of Proposed Debt Issuance that they have adopted local debt policies concerning the use of debt and that the proposed debt issuance is consistent with those policies. In addition to being able to meet the CDIAC requirements for current and future proposed debt, adopting the attached debt management policy will be in concert with best management practices and will ensure consistent guidance and prudent management of the City's debt program.

See attached explanation for additional information.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **MIS**

N/A

**ENVIRONMENTAL REVIEW:**

This is not a project and, therefore, not subject to environmental review.

**ORDINANCE:** **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

**STAFF RECOMMENDATION:**

Adopt the resolution, authorizing the adoption of City Council Policy # 206, "Debt Management."

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. City Council Policy # 206
2. Explanation
3. Resolution



## **Explanation**

Proposed City Council Policy # 206, “Debt Management” sets forth debt management objectives for the City of National City, the National City Joint Powers Financing Authority, the Successor Agency to the National City Redevelopment Agency, and any other entity for which the City Council acts as legislative body.

Historically, the City of National City has financed various capital expenditures through the issuance of debt and has followed accepted debt management practices and all other legal requirements. Government Code section 8855(i) requires any issuer of public debt to provide to the California Debt and Investment Advisory Commission (CDIAC) no later than 30 days prior to the sale of any debt issue a report of the proposed issuance. Effective January 1, 2017, issuers must certify on the Report of Proposed Debt Issuance that they have adopted local debt policies concerning the use of debt and that the proposed debt issuance is consistent with those policies. The issuer’s local debt policies must include (A) through (E), below.

- A. The purposes for which the debt proceeds may be used.
- B. The types of debt that may be issued.
- C. The relationship of the debt to, and integration with, the issuer’s capital improvement program or budget, if applicable.
- D. Policy goals related to the issuer’s planning goals and objectives.
- E. The internal control procedures the issuer has implemented, or will implement, to ensure that the proceeds of the proposed debt issuance will be directed to the intended use.

In addition to the requirement set forth by Government Code section 8855(i), it is prudent financial management for the City to adopt a debt management policy that sets parameters for issuing debt and managing the City's debt portfolio, and provides guidance to decision makers. Adoption of the proposed City Council Policy # 206, “Debt Management,” will help ensure that City debt is issued and managed prudently in order to maintain a sound fiscal position and protect the City’s credit rating. The attached Debt Management policy has been written to include all elements required by CDIAC as well as best management practices expected by the pertinent credit markets and municipal bond industry.

## **FISCAL IMPACT**

Adopting a formal debt management policy will help ensure a smooth process for issuing and managing debt and a cost effective result.

# **CITY COUNCIL POLICY**

## **CITY OF NATIONAL CITY**

<b>TITLE: Debt Management</b>	<b>POLICY #206</b>
<b>ADOPTED: August 15, 2017</b>	<b>AMENDED:</b>

### **I. POLICY**

This debt management policy (hereafter “Policy”) sets forth debt management objectives for the City of National City, the National City Joint Powers Financing Authority, the Successor Agency to the National City Redevelopment Agency, and any other entity for which the City Council acts as legislative body. The term “City” shall refer to each of such entities.

This Policy establishes general parameters for issuing and administering debt. Recognizing cost-effective access to the capital markets depends upon prudent management of the Debt Program, the City Council has adopted this Policy by resolution.

This Policy is intended to comply with California Government Code Section 8855(i).

### **II. SCOPE**

The guidelines established by this Policy will govern the issuance and management of all debt financing for long-term capital needs and not for general operating functions. When used in this Policy, “debt” refers to all forms of indebtedness. The City recognizes changes in the capital markets and other unforeseen circumstances may require action that deviates from this Policy. City Council approval shall be required for implementation of any exceptions to this Policy for such circumstances.

### **III. GOALS & OBJECTIVES**

The purpose of this Policy is to assist the City in pursuit of the following equally important goals and objectives, while providing full and complete financial disclosure and ensuring compliance with applicable state and federal laws:

- minimize debt service and issuance costs;
- maintain access to cost effective borrowing;
- achieve the highest practical credit rating;
- ensure full and timely repayment of debt;

<b>TITLE: Debt Management</b>	<b>POLICY #206</b>
<b>ADOPTED: August 15, 2017</b>	<b>AMENDED:</b>

- maintain full and complete financial disclosure and reporting;
- ensure compliance with applicable state and federal laws.

#### **IV. RELATIONSHIP OF DEBT TO, AND INTEGRATION WITH, THE CITY’S CAPITAL IMPROVEMENT PROGRAM AND BUDGET**

Capital Improvement Program – The City Manager or his/her designee (hereafter, “City Manager”) shall assess and identify the capital needs of the City and review the current Capital Improvement Program to develop a schedule for when facilities should be improved or acquired. The City Manager shall identify potential funding sources and financing options and match those resources to the capital needs identified in the Capital Improvement Program. In making such determination, the City Manager shall consider the maximum term; average maturity; amortization of debt service; optional redemption features; and use of variable or fixed-rate debt, credit enhancements, and other structuring considerations, as further discussed below.

Budget Integration – The decision to incur new indebtedness should be integrated with the policy decisions embedded in the City Council-adopted annual operating and capital budget. The annual debt service payments shall be included in the operating budget.

The City will integrate its debt issuances with the goals of its Capital Improvement Program by timing issuance of debt to ensure projects are available when needed in furtherance of the City’s public purposes. The City will seek to issue debt in a timely manner to avoid having to make unplanned expenditures for capital improvements or equipment from its General Fund.

Biennial Review – Recognizing cost-effective access to the capital market depends upon prudent management of the City’s debt program, a review of the Policy should be performed at least biennially. The Policy shall be included as an appendix in the annual budget adopted by the City Council. Any substantive changes to the Policy shall be brought to the City Council for consideration and approval.

#### **V. POLICY GOALS RELATED TO THE CITY’S PLANNING GOALS AND OBJECTIVES**

In following this Policy, the City shall pursue the following goals:

1. attain the best possible credit rating for each debt issue in order to reduce interest costs, within the context of preserving financial flexibility and meeting capital funding requirements;

<b>TITLE: Debt Management</b>	<b>POLICY #206</b>
<b>ADOPTED: August 15, 2017</b>	<b>AMENDED:</b>

2. take all practical precautions and proactive measures to avoid financial decisions that will negatively impact the City's credit ratings on existing or future debt issues;
3. consider market conditions and City cash flows when timing the issuance of debt;
4. determine the amortization (maturity) schedule which will fit best within the City's overall debt structure at the times new debt is issued;
5. match the term of the issue to the useful lives of assets funded by that issue, when practicable and economical, while considering repair and replacement costs of those assets to be incurred in future;
6. when issuing debt, assess financial alternatives so as to minimize the impact on the City's General Fund or special funds, as applicable;
7. when planning for the sizing and timing of debt issuance, consider the ability to expend the proceeds in a timely, efficient, and economical manner.

## **VI. DELEGATION AUTHORITY**

Pursuant to the provisions of Section 37209 and 40805.5 of the Government Code of the State of California and to Chapter 2.16.090 of the National City Municipal Code, the Director of Finance, under the direction and control of the City Manager, is responsible for the administration of the financial functions of the City. This Policy grants the City Manager or the Director of Finance the authority to select the financing team, coordinate the administration and issuance of debt, communicate with rating agencies, and fulfill all pre-issuance and post-issuance requirements imposed by or related to state law, federal tax law, and federal securities law.

Financing Team Definitions and Roles – The Financing Team is the working group of City staff and outside consultants necessary to complete a debt issuance, including, but not limited to, bond counsel, disclosure counsel, underwriter, municipal advisor, trustee, pricing consultant, and/or arbitrage analyst.

Typically, the Director of Finance, the City Attorney, the City Manager, and appropriate department head(s) form the City staff portion of the Financing Team. Other staff members or designees may also be appointed to the Financing Team.

Consultant Selection – The City will consider the professional qualifications and experience of consultants as they relate to the specific bond issue or other financing under consideration. In certain instances, the City will conduct a request for proposal/qualification process to select such consultants. Other professionals may be selected by the City Manager or Director of Finance on an as-needed basis.

<b>TITLE: Debt Management</b>	<b>POLICY #206</b>
<b>ADOPTED: August 15, 2017</b>	<b>AMENDED:</b>

## **VII. METHODS OF FINANCING – TYPES OF DEBT THAT MAY BE ISSUED AND PURPOSES OF DEBT**

The City will investigate all possible financing alternatives, including, but not limited to, bonds, loans, state bond pools, and grants. The City also has an impact fee program whereby new development pays its fair share for the increased capital costs that result from new construction. Although impact fee payments are restricted to specific projects or types of projects, the use of these payments, when permitted, can be an important source of financing for certain capital projects.

Cash Funding – The City may fund capital improvements from current revenues or accumulated reserves.

Inter-fund Borrowing – The City may borrow internally from other funds with surplus cash in lieu of issuing bonded debt. Purposes warranting the use of this type of borrowing could include short-term cash flow imbalances, interim financing pending the issuance of bonds, or long-term financing in lieu of bonds for principal amounts of under \$5.0 million. The City funds from which the money is borrowed shall be repaid with interest based upon the earning rate the City deems appropriate given the length of term, repayment source, and other considerations. The City Manager and Director of Finance shall also exercise due diligence to ensure it is financially prudent to borrow from the fund loaning the money. Inter-fund loans will be evaluated on a case-by-case basis. Borrowing between two City funds requires approval by the City Council by resolution. The purpose of inter-fund borrowing is to finance high-priority needs and to reduce costs of interest, debt issuance, and/or administration.

Bank Loans / Lines of Credit – Although the City does not typically utilize lines of credit for the financing of capital projects, financial institution credit is an option for municipal issuers and may be evaluated as a financing option.

Other Loans – The City will evaluate other loan programs, including, but not limited to, State or federal loans.

Bond Financing – The City may issue any bonds which are allowed under federal and state law, including, but not limited to, general obligation bonds, certificates of participation, revenue bonds, land-secured (assessment and special tax) bonds, refunding bonds, and other obligations (see below for details).

*General Obligation Bonds* – General obligation (“GO”) bonds may only be issued with two-thirds approval of the City’s registered voters. The California State Constitution (Article XVI, Section 18) limits the use of the proceeds from GO bonds to “the acquisition



<b>TITLE: Debt Management</b>	<b>POLICY #206</b>
<b>ADOPTED: August 15, 2017</b>	<b>AMENDED:</b>

or improvement of real property.” Parks, libraries, and public safety facilities are examples of the types of facilities which may be financed with GO bonds.

*Lease Financings* – Lease financings may take a variety of forms, including certificates of participation, lease revenue bonds, and direct leases (typically for equipment). When the City finances acquisition or construction of capital improvements or equipment with a lease financing, the City agrees to lease either the financed asset or a different asset and, most commonly, the City’s lease payments are securitized in the form of certificates of participation or lease revenue bonds. This type of financing requires approval of the City Council.

*Revenue Bonds* – Revenue bonds are generally issued by the City for enterprise funds which are financially self-sustaining without the use of taxes and, therefore, rely on the revenues collected by the enterprise fund to repay the debt. This type of financing requires approval of City Council.

*Assessment Bonds* – The Improvement Bond Act of 1915 (Streets and Highways Code Section 8500 et seq.) and other state laws, subject to Article XIID of the California Constitution, allow the City to issue bonds to finance improvements which provide “specific benefit” to the assessed real property. Installments are collected on the secured property tax roll of the County. This type of financing is secured by the lien upon and assessments paid by the real property owners and does not obligate the City’s General Fund or other funds.

*Special Tax Bonds* – Under the Mello-Roos Community Facilities Act of 1982, the City may issue bonds on behalf of a community facilities district (“CFD”) to finance capital facilities, most commonly in connection with new development. These bonds must be approved by a two-thirds vote of the qualified electors in the CFD, which the Mello-Roos Act defines to mean registered voters if there are 12 or more registered voters in the CFD and, if there are fewer than 12 registered voters, the landowners in the CFD. Bonds issued by the City under the Mello-Roos Act are secured by a special tax on the real property within the CFD. The financed facilities do not need to be physically located within the CFD. As this type of financing is secured by the special tax lien upon the real property, it does not obligate the City’s General Fund or other funds.

*Refunding Obligations* – Pursuant to the Government Code and various other financing statutes applicable in specific situations, the City Council is authorized to provide for the issuance of bonds for the purpose of refunding any long-term obligation of the City. Absent any significant non-economic factors, a refunding should produce net debt service savings (net of reserve fund earnings and other offsets and accounting for transaction costs) of at least 3% of the par value of the refunded bonds on a net present value basis, using the

<b>TITLE: Debt Management</b>	<b>POLICY #206</b>
<b>ADOPTED: August 15, 2017</b>	<b>AMENDED:</b>

refunding issue's true interest cost ("TIC") as the discount rate, unless the City determines a lower savings percentage is acceptable for issues or maturities with short maturity dates. Additionally, the City may determine there are other, compelling "non-economic" reasons (i.e., removal of onerous covenants, terms, or conditions) to issue refunding obligations.

*Other Obligations* – There may be special circumstances when other forms of debt are appropriate and may be evaluated on a case-by-case basis. Such other forms include, but are not limited to: bond anticipation notes, grant anticipation notes, tax allocation bonds, lease revenue bonds, pension obligation bonds, etc.

## VIII. STRUCTURE & TERM

Term of Debt – Debt will be structured for the shortest period possible, consistent with a fair allocation of costs to current and future users of the assets being financed. The standard term of long-term debt borrowing is typically 15-30 years.

Consistent with its philosophy of keeping its capital facilities and infrastructure systems in good condition and maximizing the useful lives of its capital assets, the City will make every effort to allocate sufficient resources to finance ongoing maintenance needs and to provide reserves for periodic replacement and renewal of capital assets. Generally, no debt will be issued for a period exceeding the useful life or average useful lives of projects to be financed.

Debt Repayment Structure – In structuring a bond issue, the City will manage the amortization of the debt and, to the extent possible, match its cash flow to the anticipated debt service payments. In addition, the City will seek to structure debt with aggregate level debt service payments over the life of the debt. Structures with uneven debt service will be considered when one or more of the following exists:

- natural disasters or extraordinary unanticipated external factors make payments on the debt in the early years prohibitive;
- such structuring is beneficial to the City's aggregate overall debt payment schedule;
- such structuring will allow debt service to more closely match project revenues during the early years of the project's operation.

Bond Maturity Options – For each issuance, the City will select serial bonds or term bonds, or both. On the occasions where circumstances warrant, capital appreciation bonds (CABs) may be used. The decision to use term, serial, or CABs is typically driven by market conditions.

<b>TITLE: Debt Management</b>	<b>POLICY #206</b>
<b>ADOPTED: August 15, 2017</b>	<b>AMENDED:</b>

Interest Rate Structure – The City currently issues securities on a fixed interest rate basis only. Fixed rate securities ensure budget certainty through the life of the issue and avoid the volatility of variable rates.

Credit Enhancement – Credit enhancement may be used to improve or establish a credit rating on a City debt obligation. Types of credit enhancement include letters of credit, bond insurance, and surety policies. A credit enhancement may be used if it reduces the overall cost of the proposed financing or if the use of such credit enhancement furthers the City’s overall financial objectives.

Debt Service Reserve Fund – Debt service reserve funds are typically held by a trustee to make principal and interest payments to bondholders in the event the pledged revenues are insufficient to do so. The City will fund debt service reserve funds when it is in the City’s overall best financial interest. The City may decide not to utilize a reserve fund if the City, in consultation with the underwriter and municipal advisor, determines there would be no adverse impact to the City’s credit rating or interest rates.

Per Internal Revenue Service rules, the size of the reserve fund on tax-exempt bond issuance shall be the lesser of:

- 10% of the initial principal amount of the debt;
- 125% of average annual debt service; or
- 100% of maximum annual debt service.

In lieu of holding a cash funded reserve, the City may substitute a surety bond or other credit instrument in its place. The decision to cash fund a reserve fund rather than to use a credit facility is dependent upon the cost of the credit instrument and the investment opportunities.

Call Options / Redemption Provisions – A call option or optional redemption provision gives the City the right to prepay or retire debt prior to its stated maturity date. This option may permit the City to achieve interest savings in the future through the refunding of the bonds. Often the City will pay a higher interest rate as compensation to the buyer for the risk of having the bond called in the future. In addition, if a bond is called, the holder may be entitled to a premium payment (call premium). Because the cost of call options can vary depending on market conditions, an evaluation of factors will be conducted in connection with each issuance. The City, in consultation with the underwriter and municipal advisor, shall evaluate the use of a call option on a case-by-case basis.

Debt Limits – California Government Code Section 43605 states the City shall not incur bonded indebtedness payable from the proceeds of property tax which exceeds 15 percent of the assessed value of all real and personal property of the city.

<b>TITLE: Debt Management</b>	<b>POLICY #206</b>
<b>ADOPTED: August 15, 2017</b>	<b>AMENDED:</b>

The cumulative annual debt service of all bond issues supported by the General Fund is restricted to no more than 15 percent of annual General Fund revenue.

Bond issues supported by enterprise funds or other self-supporting funds should maintain a minimum ratio of net operating income to annual debt service (“coverage ratio”) the City concludes is financially prudent. Typically, a higher coverage ratio produces a better credit rating and lower interest rates, yet, if too high, may restrict efficient enterprise operations or unduly induce user rate increases. Therefore, the City should balance the benefits of higher ratings with the operational impact of high coverage ratios.

## **IX. METHOD OF ISSUANCE AND SALE; DISCLOSURE**

Debt issues are sold to a single underwriter or to an underwriting syndicate, either through a competitive sale or a negotiated sale. A negotiated sale may involve the sale of securities to investors through an underwriter or the private placement of the securities with a financial institution or other sophisticated investor. The selected method of sale will be that which is most beneficial to the City in terms of lowest net interest rate, most favorable terms in financial structure, and market conditions. The City will review conditions in conjunction with information and advice presented by the City’s municipal advisor.

Competitive Sales of Bonds – In a competitive sale, the terms of the debt will be defined by the City, and the price of the debt will be established through an impartial bidding process amongst qualified underwriters and/or underwriting syndicates. The issue is awarded to the underwriter judged to have submitted the best bid which offers the lowest true interest cost, taking into account underwriting spread, interest rates, and any discounts or premiums.

Negotiated Sale of Bonds – A method for sale of bonds, notes, or other financing vehicles in which the City selects in advance, based upon proposals received or by other means, one or more underwriters to work with it in structuring, marketing, and offering an issue to investors. The negotiated sale method is often used when the issue is: a first-time sale by an issuer (a new credit); a complex security structure, such as variable rate transaction; an unusually large issue; or in a highly volatile or congested market where flexibility as to bond sale timing is important.

Private Placement – A private placement is a variation of a negotiated sale in which the City, usually with the help of a municipal advisor and placement agent, will attempt to place the entire new issue directly with an investor. The investor will negotiate the specific terms and conditions of the financing before agreeing to purchase the issue. Private placements are generally undertaken because the transaction is complex or unique, requiring direct

<b>TITLE: Debt Management</b>	<b>POLICY #206</b>
<b>ADOPTED: August 15, 2017</b>	<b>AMENDED:</b>

negotiations with the investor, or because the issue is small or of a shorter duration and a direct offering provides economies of scale, lower interest costs, and reduced continuing disclosure.

Derivative Products – Because of their complexity, unless otherwise amended, derivative products such as interest rate swaps, interest floaters, and other hybrid securities are prohibited by this Policy.

Initial Disclosure Requirements – The City acknowledges its disclosure responsibilities. Under the guidance of disclosure counsel, the City will distribute or cause an underwriter to distribute its preliminary official statement and final official statement. (Neither is typically required in a private placement, although in some cases a “private placement memorandum” may be required by the investor.)

The Financing Team shall be responsible for soliciting “material” information (as defined in Securities and Exchange Commission Rule 10b-5) from City departments and identifying contributors who may have information necessary to prepare portions of the official statement or who should review portions of the official statement. In doing so, the Financing Team shall confirm the official statement accurately states all “material” information relating to the decision to buy or sell the subject bonds and that all information in the official statement has been critically reviewed by an appropriate person.

In connection with an initial offering of securities, the City and other members of the Financing Team will:

- identify material information which should be disclosed in the official statement;
- identify other persons who may have material information (contributors);
- review and approve the official statement;
- ensure the City’s compliance, and that of its related entities, with federal and state security laws, including notification to the California Debt and Investment Advisory Commission (CDIAC) of the proposed debt issue no later than 30 days prior to the sale of any debt issue, and submission of a final report of the issuance to the CDIAC by any method approved by the CDIAC.

The Financing Team shall critically evaluate the official statement for accuracy and compliance with federal and state securities laws. The approval of an official statement shall be placed on the City Council agenda, and shall not be considered as a consent calendar item. The staff report will summarize the City Council’s responsibilities with respect to the official statement and provide the City Council the opportunity to review a substantially final official statement. The City Council shall undertake such review as deemed necessary by the City Council to fulfill the City Council’s securities law responsibilities.<sup>1</sup>



<b>TITLE: Debt Management</b>	<b>POLICY #206</b>
<b>ADOPTED: August 15, 2017</b>	<b>AMENDED:</b>

For any privately placed debt with no official statement, the final staff report describing the issue and such other documents will be provided to the City Council for approval.

## **X. CREDITWORTHINESS OBJECTIVES**

Ratings are a reflection of the general fiscal soundness of the City and the capabilities of its management. Typically, the higher the credit ratings are, the lower the interest cost is on the City's debt issues. To enhance creditworthiness, the City is committed to prudent financial management, systematic capital planning, and long-term financial planning, and, to that end, has an objective of maintaining a credit rating of at least AA- (Standard and Poor's). However, the City also recognizes that external economic, natural, or other events may, from time to time, affect the creditworthiness of its debt.

The most familiar nationally recognized bond rating agencies are Standard and Poor's, Moody's Investors Service, and Fitch Ratings. When issuing a credit rating, rating agencies consider various factors, including, but not limited to:

- the issuer's fiscal status
- the issuer's general management capabilities;
- economic conditions which may impact the stability and reliability of debt repayment sources;
- the issuer's general reserve levels;
- the issuer's debt history and current debt structure;
- project being financed; and
- covenants and conditions in the governing legal documents.

Bond Ratings – The Financing Team will assess whether a credit rating should be obtained for an issuance. The City typically seeks a rating from at least one nationally recognized rating agency on new and refunding issues to be sold in the public market. The Financing Team shall be responsible for determining which of the major rating agencies the City shall request to provide a rating. When applying for a rating on an issue, the Financing Team shall prepare a presentation for the rating agency when it is determined a presentation is in the best interests of the City.

Rating Agency Communications – The City is responsible for maintaining relationships with the rating agencies that assign ratings to the City's debt obligations. This responsibility includes providing the rating agencies with the City's financial statements, if applicable, and any additional information requested.

<b>TITLE: Debt Management</b>	<b>POLICY #206</b>
<b>ADOPTED: August 15, 2017</b>	<b>AMENDED:</b>

## **XI. POST ISSUANCE ADMINISTRATION – INTERNAL CONTROLS**

Notification to the CDIAC – The City shall work with its bond counsel to submit a report of final sale to the CDIAC by any method approved by the CDIAC no later than 21 days after the sale of the debt. The report shall include the information required by CDIAC.

Investment of Proceeds – The City shall invest bond proceeds and reserve funds in accordance with each issue’s indenture or trust agreement, utilizing competitive bidding when possible. All investments will be made in compliance with the City’s investment policy objectives of safety, liquidity, then yield. The investment of bond proceeds and reserve funds shall comply with federal tax law requirements specified in the indenture or trust agreement and the tax certificate.

When feasible, unexpended bond proceeds shall be held by the trustee. The trustee will be responsible for recording all investments and transactions relating to the proceeds and providing monthly statements regarding the investments and transactions.

Use of Bond Proceeds – The City is responsible for ensuring debt proceeds are spent for the intended purposes identified in the related legal documents and that the proceeds are spent in the time frames identified in the tax certificate prepared by the City’s bond counsel. When reasonably possible, proceeds of debt will be held by a trustee, until the City submits written requisitions for such proceeds. The City will submit a requisition only after obtaining the signature of the City Manager or Director of Finance. In those cases where it is not feasible for the proceeds of debt to be held by a trustee, the Director of Finance shall retain records of all expenditures of proceeds for the term of the bonds plus 3 years.

Continuing Disclosure – The Director of Finance or designee will ensure the City’s annual financial statements and associated reports are posted on the City’s web site. The City may also contract with consultant(s) to comply with the Securities and Exchange Commission Rule 15c2-12(b)(5) by filing its annual financial statements, other financial and operating data, and notices of enumerated events for the benefit of its bondholders on the Electronic Municipal Market Access (EMMA) website of the Municipal Securities Rulemaking Board (MSRB).

The City shall submit an annual report to the CDIAC for any issue of debt for which it has submitted a report of final sale on or after January 21, 2017. The annual report shall comply with the requirements of Government Code Section 8855 and related regulations.

Arbitrage Rebate Compliance and Reporting – The use and investment of bond proceeds must be monitored to ensure compliance with arbitrage restrictions. Existing regulations require that issuers calculate rebate liabilities related to any bond issues, with rebates paid to the federal government every five years and as otherwise required by applicable provisions of the Internal

<b>TITLE: Debt Management</b>	<b>POLICY #206</b>
<b>ADOPTED: August 15, 2017</b>	<b>AMENDED:</b>

Revenue Code and regulations. The City shall contract with a specialist to ensure proceeds and investments are tracked in a manner which facilitates accurate, complete calculations, and if necessary, timely rebate payments.

Compliance with Other Bond Covenants – In addition to continuing disclosure and arbitrage monitoring requirements, the City is also responsible for verifying compliance with all undertakings, covenants, and agreements of each bond issuance on an ongoing basis. This typically includes ensuring:

- annual budgetary appropriations to meet debt service payments;
- taxes/fees are levied and collected where applicable;
- timely transfer of debt service payments to the trustee;
- compliance with insurance requirements;
- compliance with rate covenants; and
- post-issuance procedures established in the tax certificate for any tax-exempt debt.

Retention – A copy of all relevant documents and records will be maintained by the City for the term of the bonds (including refunding bonds, if any) plus 3 years. Relevant documents and records will include sufficient documentation to support the requirements relating to the tax-exempt status.

Investor Relations – While the City shall post its annual financial reports and other financial reports on the City’s website, this information is intended for the citizens of the City. Information the City intends to reach the investing public, including bondholders, rating analysts, investment advisors, or any other members of the investment community, shall be filed on the EMMA system.

Additional requirements for financial statements – It is the City’s policy to hire an independent auditing firm with the technical skills and resources to properly perform an annual audit of the City’s financial statements. More specifically, the firm shall be a recognized expert in the accounting rules applicable to the City and shall have the resources necessary to review the City’s financial statements on a timely basis.

## **XII. TRAINING**

The City shall ensure that the members of the City staff involved in the initial or continuing disclosure process and the City Council are properly trained to understand and perform their responsibilities.

<b>TITLE: Debt Management</b>	<b>POLICY #206</b>
<b>ADOPTED: August 15, 2017</b>	<b>AMENDED:</b>

The City Manager or Director of Finance shall arrange, as necessary, for disclosure training sessions conducted by the City’s disclosure counsel. Such training sessions shall include education on the “Initial Disclosure Requirements” and “Continuing Disclosure” sections of this Policy, the City’s disclosure obligations under applicable federal and state securities laws, and the disclosure responsibilities and potential liabilities of members of the City’s staff and members of the City Council. Such training sessions may be conducted using a recorded presentation.

<sup>1</sup> The Securities and Exchange Commission (SEC), the agency with regulatory authority over the City’s compliance with the federal securities laws, has issued guidance as to the duties of the City Council with respect to its approval of the preliminary official statement (“POS”). In its “Report of Investigation in the Matter of County of Orange, California as it Relates to the Conduct of the Members of the Board of Supervisors” (Release No. 36761 / January 24, 1996) (the “Release”), the SEC stated that, if a member of the City Council has knowledge of any facts or circumstances of which an investor would want to be aware prior to investing in the bonds, whether relating to their repayment, tax-exempt status, undisclosed conflicts of interest with interested parties, or otherwise, he/she should endeavor to discover whether such factors are adequately disclosed in the official statement. In the Release, the SEC stated the steps a member of the City Council would take include becoming familiar with the POS and questioning staff and consultants about the disclosure of such facts.

## APPENDIX

### GLOSSARY

***Ad Valorem Tax:*** a tax calculated “according to the value” of property. Such a tax is based on the assessed valuation of real property and a valuation of tangible personal property.

***Amortization:*** the gradual reduction in principal of an outstanding debt based upon a specific repayment schedule, which details specific dates and repayment amounts on those dates.

***Arbitrage:*** the gain that may be obtained by borrowing funds at a lower (often tax-exempt) rate and investing the proceeds at higher (often taxable) rates. The ability to earn arbitrage by issuing tax-exempt securities has been severely curtailed by the Internal Revenue Code of 1986, as amended.

***Assessed Valuation:*** the appraised worth of property as set by a taxing authority through assessments for purposes of ad valorem taxation

***Bond:*** a security that represents an obligation to pay a specified amount of money on a specific date in the future, typically with periodic interest payments.

***Bond Anticipation Notes:*** short-term notes issued usually for capital projects and paid from the proceeds of the issuance of long-term bonds. Provide interim financing in anticipation of bond issuance.

***Bond Counsel:*** a specialized, qualified attorney retained by the issuer to give a legal opinion concerning the validity of securities. The bond counsel’s opinion usually addresses the subject of tax exemption. Bond counsel typically prepares and/or advises the issuer regarding legal structure, authorizing resolutions, trust indentures, and the like.

***Bond Insurance:*** a type of credit enhancement whereby an insurance company indemnifies an investor against default by the issuer. In the event of failure by the issuer to pay principal and interest in full and on time, investors may call upon the insurance company to do so. Once issued, the municipal bond insurance policy is generally irrevocable. The insurance company receives its premium when the policy is issued and this premium is typically paid out of the bond issue.

***Call Option:*** the right to redeem a bond prior to its stated maturity, either on a given date or continuously. The call option is also referred to as the optional redemption provision. Often a call premium is added to the call option as compensation to the holders of the earliest bonds called.

***Capital Appreciation Bond:*** a municipal security on which the investment return on an initial principal amount is reinvested at a stated compounded rate until maturity, at which time the investor receives a single payment representing both the initial principal amount and the total investment return.

***CDIAC:*** California Debt and Investment Advisory Commission

***Certificates of Participation:*** a financial instrument representing a proportionate interest in payments such as lease payments by one party (such as a city acting as a lessee) to another party (often a joint powers authority or non-profit).

***Competitive Sale:*** a sale of bonds in which an underwriter or syndicate of underwriters submit sealed bids to purchase the bonds. Bids are awarded on a true interest cost (TIC) basis, provided other bidding requirements are satisfied. Competitive sales are recommended for simple financings with a strong underlying credit rating. This type of sale differs from a negotiated sale.

***Continuing Disclosure:*** the requirement by the Securities and Exchange Commission for most issuers of municipal debt to post current financial information and notices of enumerated events on the MSRB’s EMMA website for access by the general marketplace.



**Credit Rating Agency:** a company that rates the relative credit quality of a bond issue and assigns a letter rating. These rating agencies include Moody's Investors Service, Standard & Poor's, and Fitch Ratings.

**Debt Limit:** the maximum amount of debt legally permitted by applicable charter, constitution, or statutes.

**Debt Service:** the amount necessary to pay principal and interest requirements on outstanding bonds for a given year or series of years.

**Default:** the failure to pay principal or interest in full or on time and, in some cases, the failure to comply with non-payment obligations after notice and the opportunity to cure.

**Derivative:** a financial instrument which derives its own value from the value of another instrument, usually an underlying asset such as a stock, bond, or an underlying reference such as an interest rate index.

**Disclosure Counsel:** a specialized, qualified attorney retained to provide advice on issuer disclosure obligations, to prepare the official statement and to prepare the continuing disclosure undertaking.

**Discount:** the difference between a bond's par value and the price for which it is sold when the latter is less than par. Also known as "underwriter discount," this is the fee paid to the underwriter its banking and bond marketing services.

**Enterprise Activity:** revenue generating project or business. The project often provides funds necessary to pay debt service on securities issued to finance the facility. Common examples include water, wastewater, and solid waste enterprises.

**Financing Team:** the working group of City staff and outside consultants necessary to complete a debt issuance.

**General Obligation ("GO") Bond:** a bond secured by an unlimited property tax pledge. Requires a two-thirds vote by the electorate. GO bonds usually achieve lower rates of interest than other financing instruments since they are considered to be a lower risk.

**Indenture:** a contract between the issuer and the trustee stipulating the characteristics of the financial instrument, the issuer's obligation to pay debt service, and the remedies available to the trustee in the event of default.

**Issuance Costs:** the costs incurred by the bond issuer during the planning and sale of securities. These costs include, but are not limited to, municipal advisory, bond counsel, disclosure counsel, printing, advertising costs, credit enhancement, rating agencies fees, and other expenses incurred in the marketing of an issue.

**Lease:** an obligation wherein a lessee agrees to make payments to a lessor in exchange for the use of certain property. The term may refer to a capital lease or to an operating lease.

**Lease Revenue Bonds:** bonds secured by an obligation of one party to make annual lease payments to another.

**Maturity Date:** the date upon which a specified amount of debt principal or bonds matures, or becomes due and payable by the issuer of the debt.

**Municipal Advisor:** a consultant who provides the issuer with advice on the structure of the bond issue, timing, terms, and related matters for a new bond issue.

**Municipal Securities Rulemaking Board (MSRB):** a self-regulating organization established on September 5, 1975 upon the appointment of a 15-member board by the Securities and Exchange

Agreement. The MSRB, comprised of representatives from investment banking firms, dealer bank representatives, and public representatives, is entrusted with the responsibility of writing rules of conduct for the municipal securities market. The MSRB hosts the EMMA website, which displays information posted by issuers under their continuing disclosure undertakings.

**Negotiated Sale:** a sale of securities in which the terms of the sale are determined through negotiation between the issuer and the purchaser, typically an underwriter, without competitive bidding. The negotiated sales process provides control over the financing structure and issuance timing. Negotiated sales are recommended for unusual financing terms, period of market volatility, and weaker credit quality. A thorough evaluation, usually with the assistance of the City's municipal advisor, of the proposed bond's credit characteristics in conjunction with market conditions will be performed to ensure reasonable final pricing and underwriting spread.

**Official Statement (Prospectus):** a document published by the issuer in connection with a primary offering of securities which discloses material information on a new security issue, including the purposes of the issue, how the securities will be repaid, and the financial, economic, and social characteristics of the security for the bonds. Investors may use this information to evaluate the credit quality of the securities.

**Par Value:** the face value or principal amount of a security.

**Pension Obligation Bonds ("POBs"):** financing instruments used to pay some or all of the unfunded pension liability of a pension plan. POBs are issued as taxable instruments over a 10-40 year term or by matching the term with the amortization period of the outstanding unfunded actuarial accrued liability.

**Premium:** the excess of the price at which a bond is sold over its face value.

**Present Value:** the value of a future amount or stream of revenues or expenditures.

**Pricing Consultant:** the pricing consultant provides a fairness letter to the City or its agent regarding the pricing of a new issue of municipal securities.

**Private Placement:** a bond issue structured specifically for one purchaser. Private placements are typically carried out when extraneous circumstances preclude public offerings. A private placement is considered to be a negotiated sale.

**Redemption:** Depending on an issue's call provisions, an issuer may on certain dates and at certain premiums, redeem or call specific outstanding maturities. When a bond or certificate is redeemed, the issuer is required to pay the maturities' par value, the accrued interest to the call date, plus any premium required by the issue's call provisions.

**Refunding:** a procedure whereby an issuer refinances an outstanding debt issue by issuing a new debt issue.

**Rule 15c2-12:** rule adopted by the Securities and Exchange Commission setting forth certain obligations of (i) underwriters to receive, review and disseminate official statements prepared by issuers of most primary offering of municipal securities, (ii) underwriters to obtain continuing disclosure agreements from issuers and other obligated persons to provide ongoing annual financial information on a continuing basis, and (iii) broker-dealers to have access to such continuing disclosure in order to make recommendations of municipal securities in the secondary market.

**Reserve Fund:** a fund established by the indenture of a bond issue into which money is deposited for payment of debt service in case of a shortfall in current revenues.

**Revenue Bond:** a bond which is payable from a specific source of revenue and to which the full faith and credit of an issuer is not pledged. Revenue bonds are payable from identified sources of

revenue, and do not permit the bondholders to compel a jurisdiction to pay debt service from any other source. Pledged revenues often are derived from the operation of an enterprise.

**Secondary Market:** the market in which bonds are sold after their initial sale in the new issue market.

**Serial Bonds:** bonds of an issue which mature in consecutive years or other intervals and are not subject to mandatory sinking fund provisions.

**Special Tax Bonds:** bonds issued to fund eligible improvements and paid with special taxes levied in a community facilities district formed under the Mello-Roos Community Facilities Act of 1982, as amended, or other applicable law.

**State Revolving Funds:** the State Revolving Fund (SRF) loan is a low interest loan program for the construction of water infrastructure projects.

**Tax Allocation Bonds:** Historically, tax allocation bonds referred to bonds issued under the Community Redevelopment Law to fund eligible capital facilities located within a redevelopment project area. However, as a result of the passage of AB X1 26, the National City Redevelopment Agency has been dissolved and the successor agency's obligations are limited to performing certain enforceable obligations. The California Legislature has enacted a number of laws which establish alternative tax increment financing mechanisms, and tax allocation bonds may be issued under these laws in the future.

**Tax and Revenue Anticipation Notes (TRANS):** short-term notes issued in anticipation of receiving tax receipts and revenues within a fiscal year. TRANS allow the municipality to manage the period of cash shortfalls resulting from a mismatch between timing of revenues and timing of expenditures.

**Term Bonds:** bonds which come due in a single maturity but where the issuer may agree to make periodic payments into a sinking fund for mandatory redemption of term bonds before maturity and for payment at maturity.

**True Interest Cost ("TIC"):** Under this method of computing the interest expense to the issuer of bonds, true interest cost is defined as the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the new issue of bonds. Interest is assumed to be compounded semi-annually. TIC computations produce a figure slightly different from the net interest cost ("NIC") method because TIC considers the time value of money while NIC does not.

**Trustee:** a bank retained by the issuer as custodian of bond proceeds and official representative of bondholders. The trustee ensures compliance with the indenture. In many cases, the trustee also acts as paying agent and is responsible for transmitting payments of interest and principal to the bondholders.

**Underwriter:** a broker-dealer which purchases a new issue of municipal securities from the issuer for resale in a primary offering. The bonds may be purchased either through a negotiated sale with the issuer or through a competitive sale.

**Yield:** the net rate of return, as a percentage, received by an investor on an investment. Yield calculations on a fixed income investment, such as a bond issue, take purchase price and coupon into account when calculating yield to maturity.

RESOLUTION NO. 2017 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
ADOPTING CITY COUNCIL POLICY #206, “DEBT MANAGEMENT”

WHEREAS, the City Council of the City of National City recognizes that cost-effective access to the capital markets depends on prudent management of the City’s debt program; and

WHEREAS, Government Code section 8855(i) requires any issuer of public debt to provide to California Debt and Investment Advisory Commission (CDIAC) no later than 30 days prior to the sale of any debt issue a report of the proposed issuance (the “Report of Proposed Debt Issuance”), and must certify on the Report of Proposed Debt Issuance that they have adopted local debt policies concerning the use of debt, and that the proposed debt issuance is consistent with those policies (the “CDIAC Requirements”); and

WHEREAS, the City Council wishes to set parameters for issuing debt, managing the debt portfolio, and providing guidance to decision makers; and

WHEREAS, the City Council finds and determines that adoption of the attached proposed City Council Policy #206, “Debt Management” (the “Debt Management Policy”) will help ensure that debt is issued and managed prudently in order to maintain sound fiscal policy, and is in compliance with the CDIAC Requirements.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby orders and determines as follows:

Section 1. Recitals. The City Council hereby specifically finds and declares that each of the recitals set forth above are true and correct and are hereby incorporated herein as though set forth in full.

Section 2. Approval of the Debt Management Policy. This Council hereby declares that the proposed Debt Management Policy attached hereto, is hereby approved as the City of National City’s Debt Management Policy.

Section 3. Authorization to Manage Debt Issuance Functions. The City Manager and Finance Director, or a designee of either, is hereby authorized to manage debt issuance functions for the City of National City in accordance with the Debt Management Policy.

Section 4. Effective Date. This Resolution shall take effect from and after the date of its passage and adoption.

PASSED and ADOPTED this 15<sup>th</sup> day of August, 2017.

\_\_\_\_\_  
Ron Morrison, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

\_\_\_\_\_  
Angil P. Morris-Jones, City Attorney

The following page(s) contain the backup material for Agenda Item: Temporary Use Permit – Pumpkin Station hosted by Pinery Christmas Trees, Inc. at Westfield Plaza Bonita Mall from September 29, 2017 thru October 31, 2017 with no waiver of fees. (Neighborhood Services)



**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** August 15, 2017

**AGENDA ITEM NO.:**

**ITEM TITLE:**

Temporary Use Permit – Pumpkin Station hosted by Pinery Christmas Trees, Inc. at Westfield Plaza Bonita Mall from September 29, 2017 thru October 31, 2017 with no waiver of fees.

**PREPARED BY:** Dionisia Trejo

**DEPARTMENT:** Neighborhood Services

**PHONE:** 619-336-4255

**APPROVED BY:** 

**EXPLANATION:**

This is a request from Pinery Christmas Trees to host the annual Pumpkin Station at Plaza Bonita Mall from September 29, 2017 thru October 31, 2017. Daily hours will be from 9 a.m. to 9 p.m. Pumpkin Station will be located on the eastside parking lot #7 of the mall adjacent to Ring Road.

This event is a pumpkin patch and a children's carnival combined catering to children between the ages of 2-9. Event will include a kid's play center and several rides, an inflatable pumpkin jump and a petting zoo. Plaza Bonita Mall security will be used during event hours.

Note: This is the 14<sup>th</sup> year for the Pumpkin Station at Plaza Bonita Mall.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **FINANCE**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **MIS**

City fee of \$237.00 for processing the TUP, plus \$1,100.00 for Fire permits and \$118 for Building plan review.

Total fees: \$1,455.00

**ENVIRONMENTAL REVIEW:**

This is not a project and, therefore, not subject to environmental review.

**ORDINANCE:** INTRODUCTION ☐ FINAL ADOPTION ☐

**STAFF RECOMMENDATION:**

Approve the Application for a Temporary Use Permit subject to compliance with all conditions of approval with no waiver of fees or in accordance to City Council Policy 802.

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

1. Application for a Temporary Use Permit
2. Recommended approvals and conditions





City of National City ■ Neighborhood Services Department  
1243 National City Boulevard ■ National City, CA 91950  
(619) 336-4364 ■ fax (619) 336-4217  
www.nationalcityca.gov

## Special Event Application

### Type of Event

- ☐ Fair/Festival    ☐ Parade/March    ☐ Walk or Run    ☐ Concert/Performance  
☒ TUP    ☐ Sporting Event    ☐ Other (specify) \_\_\_\_\_

### Event Name & Location

Event Title Pumpkin Station

Event Location (list all sites being requested) Westfield Plaza Bonita

### Event Times

Set-Up Starts  
Date 9/5/17 Time 8:00 am Day of Week Tuesday

Event Starts  
Date 9/29/17 Time 9:00 am Day of Week Friday

Event Ends  
Date 10/31/17 Time 9:00 pm Day of Week Tuesday

Breakdown Ends  
Date 11/5/17 Time 5:00 pm Day of Week Sunday

### Applicant Information

Applicant (Your name) Norm Osborne Sponsoring Organization Pinery Christmas Trees, Inc

Event Coordinator (if different from applicant) Michael Osborne

Mailing Address 10665 Brookview Lane, San Diego, CA 92131

Day Phone 858-586-7466 After Hours Phone same Cell 858-386-1701 Fax none

Public Information Phone 858-586-7466 E-mail nosborn1@san.rr.com

Applicant agrees to investigate, defend, indemnify and hold harmless the City, its officers, employees and agents from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges, expense (including attorney's fees) and causes of action of any character which the City, its officers, employees and agents may incur, sustain or be subjected to on account of loss or damage to property or the loss of use thereof and for bodily injury to or death of any persons (including but not limited to the employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected to the occupancy, enjoyment and use of any City premises under this agreement to the extent permitted by law.

Applicant understands this TUP/special event may implicate fees for City services, which will have to be paid in the City's Finance Department 48 hours prior to the event set-up. The undersigned also understands and accepts the City's refund policy for application processing and facility use and that fees and charges are adjusted annually and are subject to change.

Signature of Applicant: [Signature] Date 7/10/17



## Special Event Application (continued)

Please complete the following sections with as much detail as possible since fees and requirements are based on the information you provide us.

### Fees/Proceeds/Reporting

Is your organization a "Tax Exempt, nonprofit" organization? Yes ☐ No ☒

Are admission, entry, vendor or participant fees required? Yes ☐ No ☒

If YES, please explain the purpose and provide amount (\$):

\$ 150,000 Estimated Gross Receipts including ticket, product and sponsorship sales from this event.

\$ 125,000 Estimated Expenses for this event.

\$ \_\_\_\_\_ What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event?

### Description of Event

☐ First time event ☒ Returning Event ☐ include site map with application

Note that this description may be published in our City Public Special Events Calendar.

Pumpkin Patch w/ games and rides  
for children between ages 2-9 ~

### Estimated Attendance

Anticipated # of Participants: \_\_\_\_\_ Anticipated # of Spectators: \_\_\_\_\_



**Traffic Control, Security, First Aid and Accessibility**

Requesting to close street(s) to vehicular traffic? Yes ☐ No ☒

List any streets requiring closure as a result of the event (provide map): \_\_\_\_\_

Date and time of street closure: \_\_\_\_\_ Date and time of street reopening: \_\_\_\_\_

☐ Other (explain) \_\_\_\_\_

Requesting to post "no parking" notices? Yes ☐ No ☒

☐ Requested "No Parking" on city streets and/or parking lots (list streets/parking lots) (provide map): \_\_\_\_\_

☐ Other (explain) \_\_\_\_\_

**Security and Crowd Control**

Depending on the number of participants, your event may require Police services.

Please describe your procedures for both Crowd Control and Internal Security: We use Westfield

Mail security as needed.

Have you hired Professional Security to handle security arrangements for this event?

Yes ☐ No ☒ If YES, name and address of Security Organization: \_\_\_\_\_

Security Director (Name): \_\_\_\_\_ Phone: \_\_\_\_\_

If using the services of a professional security firm AND the event will occur on City property, please provide a copy of its insurance certificate, evidencing liability with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate, as well as an additional insured endorsement naming the City of National City, its officers, employees, and agents as additional insureds. Evidence of insurance must be provided by the vendor or its insurer to the City's Risk Manager for review and approval prior to the event.

Is this a night event? Yes ☒ No ☐ If YES, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators: We use halogens, string lights and light towers.

### First Aid

Depending on the number of participants, your event may require specific First Aid services.

First aid station to be staffed by event staff? Yes ☐ No ☒ First aid/CPR certified? Yes ☐ No ☐

☐ First aid station to be staffed by professional company. ► Company \_\_\_\_\_

### Accessibility

Please describe your Accessibility Plan for access at your event by individuals with disabilities:

We have 5 Handicap Parking Spaces reserved at the entrance to the facility.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### Elements of your Event

Setting up a stage? Yes ☐ No ☒

☐ Requesting City's PA system

☐ Requesting City Stage; if yes, which size? ☐ Dimensions (13x28) ☐ Dimensions (20x28)

☐ Applicant providing own stage ► \_\_\_\_\_ (Dimensions)

Setting up canopies or tents?

\_\_\_\_\_ # of canopies size \_\_\_\_\_

4 # of tents size 20 X 40

☐ No canopies/tents being set up

Setting up tables and chairs?

☐ Furnished by Applicant or Contractor

\_\_\_\_\_ # of tables ☒ No tables being set up

\_\_\_\_\_ # of chairs ☒ No chairs being set up

☐ (For City Use Only) Sponsored Events -- Does not apply to co-sponsored events

\_\_\_\_\_ # of tables ☐ No tables being set up

\_\_\_\_\_ # of chairs ☐ No chairs being set up

Contractor Name \_\_\_\_\_

Contractor Contact Information \_\_\_\_\_  
Address City/State Phone Number



**Setting up other equipment?**

☐ Sporting Equipment (explain) \_\_\_\_\_

☐ Other (explain) \_\_\_\_\_

☐ Not setting up any equipment listed above at event

**Having amplified sound and/or music? Yes ☐ No ☒**

☐ PA System for announcements ☐ CD player or DJ music

☐ Live Music ▶ ☐ Small 4-5 piece live band ▶ ☐ Large 6+ piece live band

☐ Other (explain) \_\_\_\_\_

If using live music or a DJ. ▶ Contractor Name \_\_\_\_\_

▶ \_\_\_\_\_  
Address City/State Phone Number

**Using lighting equipment at your event? Yes ☐ No ☒**

☐ Bringing in own lighting equipment

☐ Using professional lighting company ▶ Company Name \_\_\_\_\_

\_\_\_\_\_  
Address City/State Phone Number

**Using electrical power? Yes ☒ No ☐**

☒ Using on-site electricity ☐ For sound and/or lighting ☐ For food and/or refrigeration

☐ Bringing in generator(s) ☐ For sound and/or lighting ☐ For food and/or refrigeration

**Vendor Information**

**PLEASE NOTE:** You may be required to apply for a temporary health permit if food or beverages are sold or given away during your special event. Also see 'Permits and Compliance' on page 8 in the Special Event Guide. For additional information on obtaining a temporary health permit, please contact the County of San Diego Environmental Health at (619) 338-2363.

**Having food and non-alcoholic beverages at your event? Yes ☐ No ☒**

☐ Vendors preparing food on-site ▶ # \_\_\_\_\_ ▶ Business License # \_\_\_\_\_

If yes, please describe how food will be served and/or prepared: \_\_\_\_\_

If you intend to cook food in the event area please specify the method:  
☐ GAS ☐ ELECTRIC ☐ CHARCOAL ☐ OTHER (Specify): \_\_\_\_\_

☐ Vendors bringing pre-packaged food ▶ # \_\_\_\_\_ ▶ Business License # \_\_\_\_\_

☐ Vendors bringing bottled, non-alcoholic beverages (i.e., bottled water, can soda, etc.) ▶ # \_\_\_\_\_

☐ Vendors selling food # \_\_\_\_\_ ▶ Business License #(s) \_\_\_\_\_

☐ Vendors selling merchandise # \_\_\_\_\_ ▶ Business License #(s) \_\_\_\_\_

☒ Food/beverages to be handled by organization; no outside vendors

☐ Vendors selling services # \_\_\_\_\_ ▶ Business License #(s) \_\_\_\_\_

▶ Explain services \_\_\_\_\_

☐ Vendors passing out information only (no business license needed) # \_\_\_\_\_

▶ Explain type(s) of information \_\_\_\_\_

☒ No selling or informational vendors at event

Having children activities? Yes ☒ No ☐

**PLEASE NOTE:** In the event inflatable jumps are provided at the event, The City of National City requires commercial liability insurance with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. The application should be filed out at least one week prior to the event. There is a \$25 fee to process the permit application. For questions or to obtain a copy of the "Facility Use Application", please contact the Engineering/Public Works Department at (619) 336-4580.

☒ Inflatable bouncer house # <sup>1</sup> \_\_\_\_\_ ☐ Rock climbing wall Height \_\_\_\_\_

☒ Inflatable bouncer slide # <sup>3</sup> \_\_\_\_\_ ☐ Arts & crafts (i.e., craft making, face painting, etc.)

☐ Other \_\_\_\_\_

Having fireworks or aerial display? Yes ☐ No ☒

☐ Vendor name and license # \_\_\_\_\_

Dimensions \_\_\_\_\_ Duration \_\_\_\_\_

Number of shells \_\_\_\_\_ Max. size \_\_\_\_\_

**PLEASE NOTE:** In the event fireworks or another aerial display is planned for your event, The City of National City requires commercial liability insurance with limits of at least \$2 Million dollars per occurrence/ \$4 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. Depending on the size and/or nature of the fireworks display, the City reserves the right to request higher liability limits. The vendor must also obtain a fireworks permit from the National City Fire Department and the cost is \$502.00

Arranging for media coverage? Yes ☐ No ☒

☐ Yes, but media will not require special set-up

☐ Yes, media will require special set-up. Describe \_\_\_\_\_



### Event Signage

**PLEASE NOTE:** For City sponsored or co-sponsored events, banners publicizing the event may be placed on the existing poles on the 1800 block and 3100 block of National City Boulevard. The banners must be made to the City's specifications. Please refer to the City's Special Event Guidebook and Fee Schedule for additional information.

Are you planning to have signage at your event? Yes ☒ No ☐

☒ Yes, we will post signage # 1 Dimensions 4 X 8

☐ Yes, having inflatable signage # \_\_\_\_\_ ▶ (complete Inflatable Signage Request form)

☐ Yes, we will have banners # \_\_\_\_\_

☐ What will signs/banners say? \_\_\_\_\_

☐ How will signs/banners be anchored or mounted? \_\_\_\_\_

### Waste Management

**PLEASE NOTE:** One toilet for every 250 people is required, unless the applicant can show that there are sufficient facilities in the immediate area available to the public during the event.

Are you planning to provide portable restrooms at the event? Yes ☒ No ☐

If yes, please identify the following:

▶ Total number of portable toilets: 4

▶ Total number of ADA accessible portable toilets: 1

☒ Contracting with portable toilet vendor. ▶ Diamond Environmental 760-744-7191

▶ Load-in Day & Time Daily ▶ Load-out Day & Time \_\_\_\_\_

☒ Portable toilets to be serviced. ▶ Time Daily

### Set-up, Breakdown, Clean-up

Setting up the day before the event?

☒ Yes, will set up the day before the event. ▶ # of set-up day(s) 10

☐ No, set-up will occur on the event day

Requesting vehicle access onto the turf?

☐ Yes, requesting access onto turf for set-up and breakdown (complete attached Vehicle Access Request form)

☒ No, vehicles will load/unload from nearby street or parking lot.

NPDES Litter Fence

- ☐ City to install litter fence
- ☐ Applicant to install litter fence
- ☒ N/A

Breaking down set-up the day after the event?

- ☐ Yes, breakdown will be the day after the event. ► # of breakdown day(s) \_\_\_\_\_
- ☐ No, breakdown will occur on the event day.

How are you handling clean-up?

- ☐ Using City crews
- ☐ Using volunteer clean-up crew during and after event.
- ☐ Using professional cleaning company during and after event.

*x Applicant handling clean-up!*

Miscellaneous:

Please list anything important about your event not already asked on this application:

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**Please make a copy of this application for your records.  
We do not provide copies.**



# Special Events

## Pre-Event Storm Water Compliance Checklist

### I. Special Event Information

Name of Special Event: <u>Pumpkin Station</u>	
Event Address: <u>3030 Plaza Bonita Rd</u>	Expected # of Attendees: _____
Event Host/Coordinator: <u>Michael Osborne</u>	Phone Number: <u>858-688-1701</u>

### II. Storm Water Best Management Practices (BMPs) Review

	YES	NO	N/A
Will enough trash cans provided for the event? Provide number of trash bins: <u>8</u>	X		
Will enough recycling bins provided for the event? Provide number of recycle bins: <u>2</u>	X		
Will all portable toilets have secondary containment trays? (exceptions for ADA compliant portable toilets)	X		
Do all storm drains have screens to temporarily protect trash and debris from entering?	X		
Are spill cleanup kits readily available at designated spots?	X		

\* A Post-Event Storm Water Compliance Checklist will be completed by City Staff.



# City of National City

## PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Persons requesting use of City property, facilities or personnel are required to provide a minimum of \$1,000,000 combined single limit insurance for bodily injury and property damage which includes the City, its officials, agents and employees named as additional insured and to sign the Hold Harmless Agreement. Certificate of insurance must be attached to this permit. The insurance company issuing the insurance policy must have a A.M. Best's Guide Rating of A:VII and that the insurance company is a California admitted company; if not, then the insurance policy to the issuance of the permit for the event. The Certificate Holder must reflect:

City of National City  
Risk Management Department  
1243 National City Boulevard  
National City, CA 91950

Organization: Pinery Christmas Trees, Inc., dba Pumpkin Station

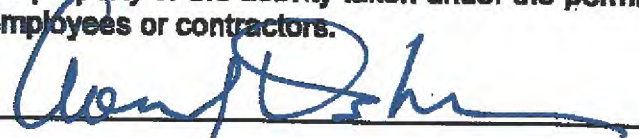
Person in Charge of Activity: Michael Osborne

Address: 10685 Brookview Lane, San Diego, CA. 92131

Telephone: \_\_\_\_\_ Date(s) of Use: \_\_\_\_\_

### HOLD HARMLESS AGREEMENT

As a condition of the issuance of a temporary use permit to conduct its activities on public or private property, the undersigned hereby agree(s) to defend, indemnify and hold harmless the City of National City and the Parking Authority and its officers, employees and agents from and against any and all claims, demands, costs, losses, liability or, for any personal injury, death or property damage, or both, or any litigation and other liability, including attorneys fees and the costs of litigation, arising out of or related to the use of public property or the activity taken under the permit by the permittee or its agents, employees or contractors.

Signature of Applicant: 

Official Title: CEO

Date: 7-10-17

For Office Use Only

Certificate of Insurance Approved \_\_\_\_\_ Date \_\_\_\_\_



Westfield Plaza Bonita  
3030 Plaza Bonita Road  
Suite 2076  
San Diego, CA 91950  
T (619) 267-2850  
F (619) 472-6852

July 10, 2017

City of National City  
Attention: Vianey Rivera  
Neighborhood Services Division  
1243 National City Boulevard  
National City, California 91950-4301

Re: Temporary Use Permit  
Pumpkin Station – Westfield Plaza Bonita

Dear Ms. Rivera:

I hereby authorize Norm Osborne, acting as representative of Pinery Christmas Trees, Inc., to operate a business known as Pumpkin Station in parking lot #7 at Westfield Plaza Bonita during the dates of September 1, 2011 – November 5, 2017.

Norm Osborne has permission to install temporary power to poles in parking lot #7 to provide power during the temporary use time if adequate power is not already in place.

Norm Osborne will obtain all necessary permits from National City for occupancy at Westfield Plaza Bonita.

Please feel free to call me if you have any questions at 619.267.2850.

Sincerely,

Damien Ostip  
General Manager  
Westfield Plaza Bonita

Cc: retailers file

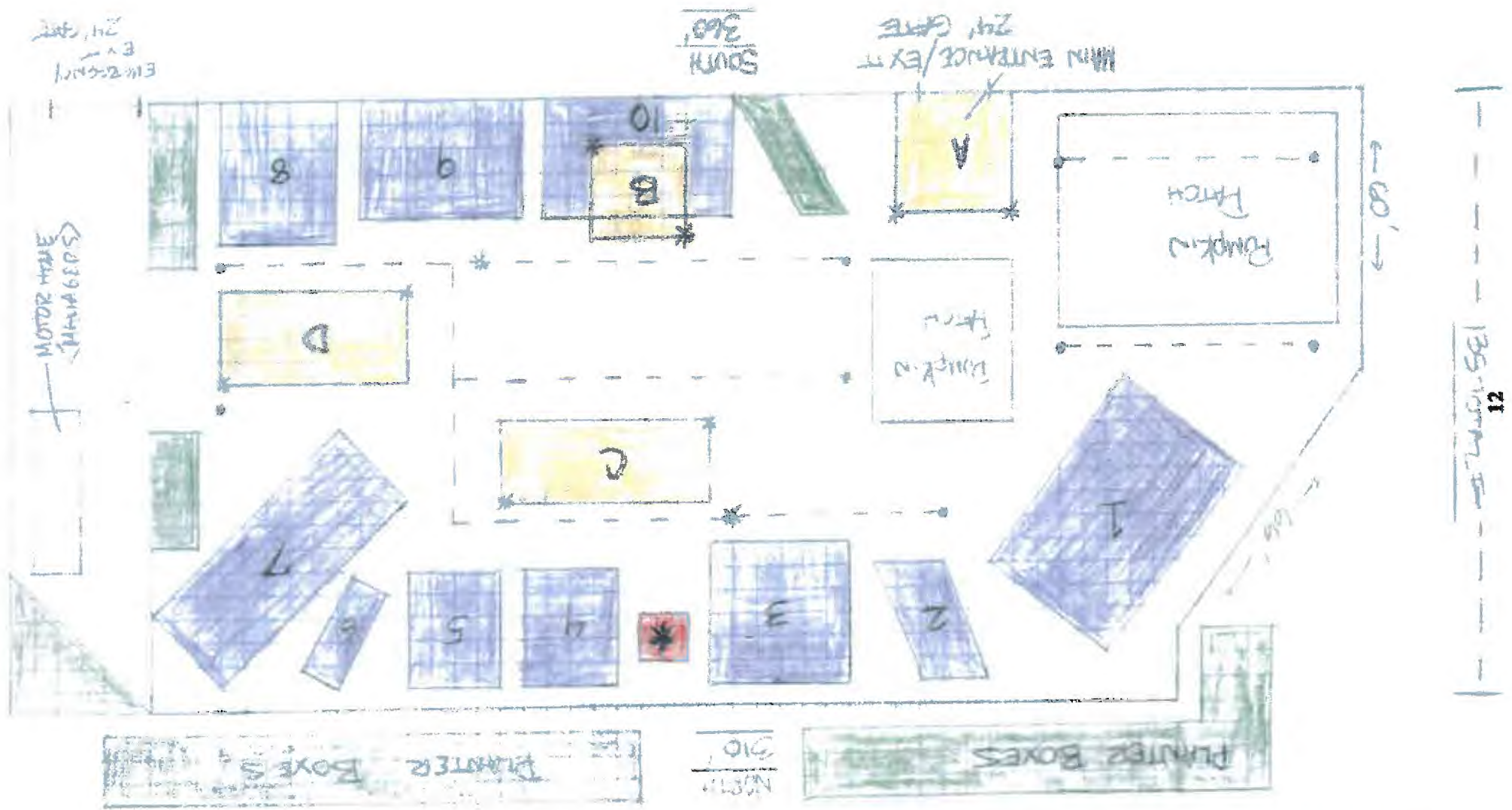




2017 RATA BOUNTY KIMEXIN STATION HOT LANE/CARNEY HALL

City of Natchez City

← KING BOARD →

$$100 = 1 + 3 + 12$$






**CITY OF NATIONAL CITY  
NEIGHBORHOOD SERVICES DEPARTMENT  
APPLICATION FOR A TEMPORARY USE PERMIT  
RECOMMENDATIONS AND CONDITIONS**

SPONSORING ORGANIZATION: Pinery Christmas Trees, Inc.  
EVENT: Pumpkin Station  
DATE OF EVENT: September 29, 2017 thru October 31, 2017

**APPROVALS:**

DEVELOPMENT SERVICES	YES [x]	NO [ ]	SEE CONDITIONS [x]
RISK MANAGER	YES [x]	NO [ ]	SEE CONDITIONS [x]
PUBLIC WORKS	YES [x]	NO [ ]	SEE CONDITIONS [x]
FINANCE	YES [x]	NO [ ]	SEE CONDITIONS [x]
FIRE	YES [x]	NO [ ]	SEE CONDITIONS [x]
POLICE	YES [x]	NO [ ]	SEE CONDITIONS [x]
CITY ATTORNEY	YES [x]	NO [ ]	SEE CONDITIONS [x]
COMMUNITY SERVICES	YES [x]	NO [ ]	SEE CONDITIONS [x]
NEIGHBORHOOD SERVICES	YES [x]	NO [ ]	SEE CONDITIONS [x]

**CONDITIONS OF APPROVAL:**

**COMMUNITY SERVICES**

No comments

**NEIGHBORHOOD SERVICES**

***Neighborhood Notifications*** – Events are required to notify residents and/or businesses of the surrounding impacted areas by the event. The notice shall include the name of the event, name and phone number of the company/organization producing the event, the dates and times of the event (including set-up and breakdown) and a detailed description of how the residents and/or businesses may be affected, such as by street closures, "No Parking" signs being posted, music at the event, etc.

**POLICE DEPARTMENT**

No comments

**CITY ATTORNEY**

Approve with proof of one million dollars insurance coverage certificate.



## **DEVELOPMENT SERVICES (619) 336-4318**

### **Building**

As we require for this annual store, the following items will be required on a plan submission (3 copies) prior to opening:

- Provide a floor plan with dimensions.
- Provide occupancy load.
- Provide size, location and number of exits.
- Provide source and location of electrical energy for this site.
- Provide north arrow on plans.
- Provide signature of plans designer.
- Provide aisle widths within the store.
- Provide building codes to be used for all installations of this site.
- Provide proof that all of the material and equipment within this store meets State Fire Marshal requirements.
- Provide elevations and dimensions for the customer counter. Must meet accessibility requirements.
- A fee of \$118.00 per hour will be required to be paid for the plan review.

### **Planning**

No comments

### **Engineering**

No comments

## **RISK MANAGER (619) 336-4370**

Risk Management has reviewed the above captioned request for the issuance of a Temporary Use Permit. In as much as the event will held solely on private property there will be no additional insurance requirements necessary for the issuance of the permit.

It should be noted that the Hold Harmless and Indemnification Agreement were properly executed by the applicant at the time the Special Event Application was submitted.

## **PUBLIC WORKS (619)366-4580**

No comments

## FINANCE

Pumpkin Station has a current business license. No other stipulations for this event.

## FIRE (619) 336-4550

### INSPECTION REQUIRED

\$500.00 FEE FOR CARNIVALS, \$400.00 FEE FOR CANOPIES  
PLUS AN ADDITIONAL \$200.00 INSPECTION FEE FOR INSPECTIONS OCCURING  
AFTER HOURS OR ON WEEKENDS OR HOLIDAYS

---

Stipulations required by the Fire Department for this event are as follows:

- 1) Access to the area to be maintained at all times.
- 2) Fire Department access into and through the booth areas are to be maintained at all times. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 13 feet 6 inches.
- 3) Participants on foot are to move immediately to the sidewalk upon approach of emergency vehicle(s).
- 4) Vehicles in roadway are to move immediately to the right upon approach of emergency vehicle(s).
- 5) Fire hydrants and fire department connections shall not be blocked or obstructed at any time.
- 6) Exit to be maintained in an unobstructed manner at all times. Exit way to be clear of all obstructions.
- 7) Exits to be posted - **EXIT**.
- 8) No open flames or smoking inside or adjacent to the tent/canopy. Signs to be posted - **NO SMOKING**.
- 9) Extinguishers to be mounted in a visible location between 3½' to 5' from the floor to the top of the extinguisher. Maximum travel distance from an extinguisher shall not be more than 75 feet travel distance. **All fire extinguishers to have a current State Fire Marshal Tag attached. Extinguishers shall be mounted in conspicuous area inside tent or canopy.** Please see attached example.

- 12) Automobiles and other internal combustion engines shall be a minimum distance of twenty feet (20) from all tents and canopies.
- 13) Any electrical power used is to be properly grounded and approved by the Building Official. Extension cords shall be used as "temporary Wiring" only.
- 14) Internal combustion power sources that may be used for "Light Towers" shall be of adequate capacity to permit uninterrupted operation during normal operating hours
- 15) Internal combustion power sources shall be isolated from contact with the public by either physical guards, fencing or an enclosure
- 16) If tents or canopies are used, tents having an area in excess of 200square feet and or canopies in excess of 400 square feet or multiple tents and or canopies placed together equaling or greater than the above stated areas, are to be used, they shall be flame-retardant treated with an approved State Fire Marshal seal attached. A ten feet separation distance must be maintained between tents and canopies. A permit from the Fire Department must be obtained. ***Cooking shall not be permitted under tents or canopies unless the tents or canopies meet "State Fire Marshal approval for cooking.*** Certificate of State Fire Marshal flame spread shall be provided to the National City Fire Department if applicable.

Canopies:

0 – 400 sf -	\$0
401 – 500 sf -	\$250.00
501 – 600 sf -	\$300.00
601 – 700 sf -	\$400.00

Tents:

0 –200 sf -	\$200.00
201 – (+) sf -	\$400.00

- 17) **Bales of Straw and Corn Stalks shall meet the requirements for "Flame Propagation and Flame Spread". Proof of product used shall be furnished to the National City Fire Department prior to opening day. An inspection and test on materials used will be required prior to opening day**
- 18) A fire safety inspection is to be conducted by the Fire Department prior to operations of the carnival to include all rides, cooking areas, game booths, etc.

18) Fees can only be waived by City Council.

19) First Aid will be provided by organization

**Note: Organizer shall contact the National City Fire Department for cost associated with this event**

The following page(s) contain the backup material for Agenda Item: Temporary Use Permit – Padres Pedal the Cause Bicycle Ride sponsored by Padres Pedal the Cause on November 11, 2017 from 9:45 a.m. to 3:00 p.m. with no waiver of fees. (Neighborhood Services)



**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** August 15, 2017

**AGENDA ITEM NO.:**

**ITEM TITLE:**

Temporary Use Permit – Padres Pedal the Cause Bicycle Ride sponsored by Padres Pedal the Cause on November 11, 2017 from 9:45 a.m. to 3:00 p.m. with no waiver of fees.

**PREPARED BY:** Dionisia Trejo

**PHONE:** 619-336-4255

**DEPARTMENT:** Neighborhood Services

**APPROVED BY:** 

**EXPLANATION:**

This is a request from the non-profit organization Pedal the Cause to conduct the "Padres Pedal the Cause Bicycle Ride" through San Diego County on November 11, 2017. This will be the 5<sup>th</sup> Annual Pedal the Cause fundraising cycling event dedicated to raising money for cancer research in San Diego County.

**OUTBOUND** – The course begins at Petco Park at 7:00 a.m. heading south towards downtown San Diego and the harbor district. This bicycle ride will enter the City of National City at approximately 9:45 a.m. on Sweetwater Road onto Bayshore Bikeway going west, riders will exit bike path and turn left onto W 32<sup>nd</sup> Street. Riders will then turn left onto Goesno Place continue straight onto Tidelands Avenue, turning right onto Civic Center Drive leaving National City jurisdiction. Event course is mapped and listed.

The event organizers will use the company Statewide Traffic & Safety to manage traffic control.

**NOTE:** This event was approved by Council in 2016 with no waiver of fees.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **FINANCE**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **MIS**

City fee of \$237.00 for processing the TUP through various City departments.

Total fees: \$237.00

**ENVIRONMENTAL REVIEW:**

This is not a project and, therefore, not subject to environmental review.

**ORDINANCE:** INTRODUCTION ☐ FINAL ADOPTION ☐

**STAFF RECOMMENDATION:**

Approve the Application for a Temporary Use Permit subject to compliance with all conditions of approval with no waiver of fees or in accordance to City Council Policy 802.

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

1. Application for a Temporary Use Permit
2. Recommended approvals and conditions of approval





City of National City ■ Neighborhood Services Department  
1243 National City Boulevard ■ National City, CA 91950  
(619) 336-4364 ■ fax (619) 336-4217  
www.nationalcityca.gov

## Special Event Application

### Type of Event

- ☐ Fair/Festival ☐ Parade/March ☐ Walk or Run ☐ Concert/Performance  
☐ TUP ☒ Sporting Event ☐ Other (specify) Bicycle ride (non race)

### Event Name & Location

Event Title Padres Pedal the Cause

Event Location (list all sites being requested) Various roads in National City (see attached information pack)

### Event Times

Set-Up Starts  
Date \_\_\_\_\_ Time NA Day of Week \_\_\_\_\_

Event Starts  
Date November 11, 2017 Time 9.45am Day of Week Saturday

Event Ends  
Date November 11, 2017 Time 3pm Day of Week Saturday

Breakdown Ends  
Date \_\_\_\_\_ Time NA Day of Week \_\_\_\_\_



### Applicant Information

Applicant (Your name) Anne Marbarger Sponsoring Organization Padres Pedal the Cause

Event Coordinator (if different from applicant) Josephine Panzera CCSD Sport Event

Mailing Address 1286 University Avenue, #268, San Diego, CA 92103

Day Phone 917-355-1317 After Hours Phone \_\_\_\_\_ Cell \_\_\_\_\_ Fax \_\_\_\_\_

Public Information Phone 760 642 2725 E-mail jo@ccsd.com

Applicant agrees to investigate, defend, indemnify and hold harmless the City, its officers, employees and agents from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges, expense (including attorney's fees) and causes of action of any character which the City, its officers, employees and agents may incur, sustain or be subjected to on account of loss or damage to property or the loss of use thereof and for bodily injury to or death of any persons, (including but not limited to the employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected to the occupancy, enjoyment and use of any City premises under this agreement to the extent permitted by law.

The undersigned also understands and accepts the City's refund policy for application processing and facility use and that fees and charges are adjusted annually and are subject to change.

Signature of Applicant: [Signature] Date 6/9/17

**Fees/Proceeds/Reporting**

Is your organization a "Tax Exempt, nonprofit" organization? Yes ☒ No ☐

Are admission, entry, vendor or participant fees required? Yes ☒ No ☐

If YES, please explain the purpose and provide amount (s):

Participants raise funds for Pedal the Cause in return for riding in the event.

Amount raised varies by each individual. 100% of funds go to charitable causes.

\$ \$3.5m Estimated Gross Receipts including ticket, product and sponsorship sales from this event.

\$ \$0.5m Estimated Expenses for this event.

\$ \$3m What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event?

## Special Event Application (continued)

Please complete the following sections with as much detail as possible since fees and requirements are based on the information you provide us.

### Description of Event

First time event



Returning Event



include site map with application

Note that this description may be published in our City Public Special Events Calendar:

Padres Pedal the Cause is a fundraising cycling event that takes place  
in San Diego each year to raise funds for cancer research at  
Moore's Cancer Center, Salk Institute for Biological Studies,  
Sanford Burnham Prebys Medical Discovery Institute and  
Rady Children's Hospital. The event raises around \$3m

### Estimated Attendance

Anticipated # of Participants: 1000

Anticipated # of Spectators: 0

### Traffic Control, Security, First Aid and Accessibility

Requesting to close street(s) to vehicular traffic? Yes ☐ No ☒

List any streets requiring closure as a result of the event (provide map):

Please refer to attached information

Date and time of street closure: \_\_\_\_\_ Date and time of street reopening: \_\_\_\_\_

☐ Other (explain) \_\_\_\_\_

Requesting to post "no parking" notices? Yes ☐ No ☒

☐ Requested "No Parking" on city streets and/or parking lots (list streets/parking lots) (provide map):

☐ Other (explain) \_\_\_\_\_



Depending on the number of participants, your event may require Police services.

Please describe your procedures for both Crowd Control and Internal Security: \_\_\_\_\_

**Not required**

Have you hired Professional Security to handle security arrangements for this event?

Yes ☐ No ☒ If YES, name and address of Security Organization \_\_\_\_\_

Security Director (Name): \_\_\_\_\_ Phone: \_\_\_\_\_

If using the services of a professional security firm AND the event will occur on City property, please provide a copy of its insurance certificate, evidencing liability with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate, as well as and additional insured endorsement naming the City of National City, its officers, employees, and agents as additional insureds. Evidence of insurance must be provided by the vendor or its insurer to the City's Risk Manager for review and approval prior to the event.

Is this a night event? Yes ☐ No ☐ If YES, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators: \_\_\_\_\_

### First Aid

Depending on the number of participants, your event may require specific First Aid services.

First aid station to be staffed by event staff? Yes ☒ No ☐ First aid/CPR certified? Yes ☒ No ☐

☒ First aid station to be staffed by professional company. ► Company AMR - see attached medical plan

### Accessibility

Please describe your Accessibility Plan for access at your event by individuals with disabilities:

**Event will be open to cyclists with disabilities.**



## Elements of your Event

Setting up a stage? Yes ☐ No ☒

☐ Requesting City's PA system

☐ Requesting City Stage; if yes, which size? ☐ Dimensions (13x28) ☐ Dimensions (20x28)

☐ Applicant providing own stage ▶ \_\_\_\_\_ (Dimensions)

### Setting up tables and chairs?

☐ Furnished by Applicant or Contractor

\_\_\_\_\_ # of tables ☒ No tables being set up

\_\_\_\_\_ # of chairs ☒ No chairs being set up

☐ (For City Use Only) Sponsored Events – Does not apply to co-sponsored events

\_\_\_\_\_ # of tables ☒ No tables being set up

\_\_\_\_\_ # of chairs ☒ No chairs being set up

Contractor Name \_\_\_\_\_

Contractor Contact Information \_\_\_\_\_  
Address City/State Phone Number

### Setting up other equipment?

☐ Sporting Equipment (explain) \_\_\_\_\_

☒ Other (explain) Equipment set up in Pepper Park for rest stop. Please see attached document

☐ Not setting up any equipment listed above at event

Having amplified sound and/or music? Yes ☐ No ☒

☐ PA System for announcements ☐ CD player or DJ music

☐ Live Music ▶ ☐ Small 4-5 piece live band ▶ ☐ Large 6+ piece live band

☐ Other (explain) \_\_\_\_\_

If using live music or a DJ. ▶ Contractor Name \_\_\_\_\_

▶ \_\_\_\_\_  
Address City/State Phone Number

Using lighting equipment at your event? Yes ☐ No ☒

☐ Bringing in own lighting equipment

☐ Using professional lighting company ▶ Company Name \_\_\_\_\_

\_\_\_\_\_  
Address City/State Phone Number

Using electrical power? Yes ☐ No ☒

- ☐ Using on-site electricity    ☐ For sound and/or lighting    ☐ For food and/or refrigeration  
☐ Bringing in generator(s)    ☐ For sound and/or lighting    ☐ For food and/or refrigeration

#### Vendor Information

**PLEASE NOTE:** You may be required to apply for a temporary health permit if food or beverages are sold or given away during your special event. Also see 'Permits and Compliance' on page 8 in the Special Event Guide. For additional information on obtaining a temporary health permit, please contact the County of San Diego Environmental Health at (619) 338-2363.

Having food and non-alcoholic beverages at your event? Yes ☐ No ☒

- ☐ Vendors preparing food on-site ▶ # \_\_\_\_\_ ▶ Business License # \_\_\_\_\_

If yes, please describe how food will be served and/or prepared: \_\_\_\_\_

- ☐ Vendors bringing pre-packaged food ▶ # \_\_\_\_\_ ▶ Business License # \_\_\_\_\_

- ☐ Vendors bringing bottled, non-alcoholic beverages (i.e., bottled water, can soda, etc.) ▶ # \_\_\_\_\_

- ☐ Vendors selling food # \_\_\_\_\_ ▶ Business License #(s) \_\_\_\_\_

- ☐ Vendors selling merchandise # \_\_\_\_\_ ▶ Business License #(s) \_\_\_\_\_

- ☒ Food/beverages to be handled by organization; no outside vendors

- ☐ Vendors selling services # \_\_\_\_\_ ▶ Business License #(s) \_\_\_\_\_

▶ Explain services \_\_\_\_\_

- ☐ Vendors passing out information only (no business license needed) # \_\_\_\_\_

▶ Explain type(s) of information \_\_\_\_\_

- ☐ No selling or informational vendors at event

Having children activities? Yes ☐ No ☒

**PLEASE NOTE:** In the event inflatable jumps are provided at the event, The City of National City requires commercial liability insurance with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. The application should be filed out at least one week prior to the event. There is a \$25 fee to process the permit application. For questions or to obtain a copy of the "Facility Use Application", please contact the Engineering/Public Works Department at (619) 336-4580.

- ☐ Inflatable bouncer house # \_\_\_\_\_ ☐ Rock climbing wall Height \_\_\_\_\_

- ☐ Inflatable bouncer slide # \_\_\_\_\_ ☐ Arts & crafts (i.e., craft making, face painting, etc.)

- ☐ Other \_\_\_\_\_



Having fireworks or aerial display? Yes ☐ No ☒

☐ Vendor name and license # \_\_\_\_\_

Dimensions \_\_\_\_\_ Duration \_\_\_\_\_

Number of shells \_\_\_\_\_ Max. size \_\_\_\_\_

**PLEASE NOTE:** in the event fireworks or another aerial display is planned for your event, The City of National City requires commercial liability insurance with limits of at least \$2 Million dollars per occurrence/ \$4 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. Depending on the size and/or nature of the fireworks display, the City reserves the right to request higher liability limits. The vendor must also obtain a fireworks permit from the National City Fire Department and the cost is \$502.00

Arranging for media coverage? Yes ☒ No ☐

☒ Yes, but media will not require special set-up

☐ Yes, media will require special set-up. Describe \_\_\_\_\_

### Event Signage

**PLEASE NOTE:** For City sponsored or co-sponsored events, banners publicizing the event may be placed on the existing poles on the 1800 block and 3100 block of National City Boulevard. The banners must be made to the City's specifications. Please refer to the City's Special Event Guidebook and Fee Schedule for additional information.

Are you planning to have signage at your event? Yes ☒ No ☐

☒ Yes, we will post signage # \_\_\_\_\_ Dimensions see attached signage plan

☐ Yes, having inflatable signage # \_\_\_\_\_ ► (complete Inflatable Signage Request form)

☐ Yes, we will have banners # \_\_\_\_\_

☐ What will signs/banners say? \_\_\_\_\_

☐ How will signs/banners be anchored or mounted? \_\_\_\_\_

### Waste Management

**PLEASE NOTE:** One toilet for every 250 people is required, unless the applicant can show that there are sufficient facilities in the immediate area available to the public during the event.

Are you planning to provide portable restrooms at the event? Yes ☒ No ☐

If yes, please identify the following:

► Total number of portable toilets: 8

► Total number of ADA accessible portable toilets: 2

☒ Contracting with portable toilet vendor. ► Diamond Environmental

► Load-in Day & Time Friday pm Company \_\_\_\_\_ Phone \_\_\_\_\_  
► Load-out Day & Time Monday am

☐ Portable toilets to be serviced. ► Time \_\_\_\_\_

### Set-up, Breakdown, Clean-up

#### Setting up the day before the event?

- ☒ Yes, will set up the day before the event. ▶ # of set-up day(s) Only porta potties
- ☒ No, set-up will occur on the event day

#### Requesting vehicle access onto the turf?

- ☐ Yes, requesting access onto turf for set-up and breakdown (complete attached Vehicle Access Request form)
- ☒ No, vehicles will load/unload from nearby street or parking lot.

### NPDES-Litter Fence

- ☐ City to install litter fence
- ☐ Applicant to install litter fence
- ☒ N/A

#### Breaking down set-up the day after the event?

- ☒ Yes, breakdown will be the day after the event. ▶ # of breakdown day(s) Only porta potties
- ☒ No, breakdown will occur on the event day.

#### How are you handling clean-up?

- ☐ Using City crews
- ☒ Using volunteer clean-up crew during and after event.
- ☐ Using professional cleaning company during and after event.

### Miscellaneous

Please list anything important about your event not already asked on this application:

Please refer to attached information pack for information on the event. routes an rest stop.

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**Please make a copy of this application for your records.  
We do not provide copies.**





# Special Events

## Pre-Event Storm Water Compliance Checklist

### I. Special Event Information

Name of Special Event:	<u>Padres Pedal the Cause</u>		
Event Address:	<u>Various roads in National City</u>	Expected # of Attendees:	<u>1000</u>
Event Host/Coordinator:	<u>Padres Pedal the Cause</u>	Phone Number:	<u>760 642 2725</u>

### II. Storm Water Best Management Practices (BMPs) Review

	YES	NO	N/A
Will enough trash cans provided for the event? Provide number of trash bins: <u>5</u>	<b>y</b>		
Will enough recycling bins provided for the event? Provide number of recycle bins: <u>5</u>	<b>y</b>		
Will all portable toilets have secondary containment trays? (exceptions for ADA compliant portable toilets)	<b>y</b>		
Do all storm drains have screens to temporarily protect trash and debris from entering?	<b>y</b>		
Are spill cleanup kits readily available at designated spots?	<b>y</b>		

\* A Post-Event Storm Water Compliance Checklist will be completed by City Staff.



# City of National City

## PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

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City of National City  
Risk Management Department  
1243 National City Boulevard  
National City, CA 91950

Organization: Padres Pedal the Cause

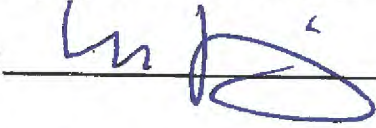
Person in Charge of Activity: Anne Marbarger

Address: 2445 5th Avenue, suite 402, San Diego, CA 92101, 760 642 2725

Telephone: \_\_\_\_\_ Date(s) of Use: Sat November 11, 2017

### HOLD HARMLESS AGREEMENT

As a condition of the issuance of a temporary use permit to conduct its activities on public or private property, the undersigned hereby agree(s) to defend, indemnify and hold harmless the City of National City and the Parking Authority and its officers, employees and agents from and against any and all claims, demands, costs, losses, liability or, for any personal injury, death or property damage, or both, or any litigation and other liability, including attorneys fees and the costs of litigation, arising out of or related to the use of public property or the activity taken under the permit by the permittee or its agents, employees or contractors.

Signature of Applicant: 

Official Title: Sr Director of Operations + Finance Date: 6/9/17

For Office Use Only

Certificate of Insurance Approved \_\_\_\_\_ Date \_\_\_\_\_

# CITY OF NATIONAL CITY BUSINESS LICENSE APPLICATION

1243 NATIONAL CITY BLVD, NATIONAL CITY, CA 91950

LICENSE WILL NOT BE ISSUED IF REQUIRED INFORMATION IS INCOMPLETE. ENCLOSE PAYMENT WITH APPLICATION. MAKE CHECKS PAYABLE TO THE CITY OF NATIONAL CITY.  
PLEASE TYPE OR PRINT

BUS # \_\_\_\_\_ LIC # \_\_\_\_\_

ALL LICENSES EXPIRE DECEMBER 31  
RENEWALS ARE DUE BY FEBRUARY 28

## A. GENERAL INFORMATION

BUSINESS NAME (D.B.A. OR INDIVIDUAL NAME) <b>Padres Pedal the Cause</b>	LOCAL BUSINESS PHONE _____
CORPORATE NAME (IF DIFFERENT FROM D.B.A.) <b>Padal the Cause</b>	

## LOCATION IN NATIONAL CITY

NUMBER 2445	DIR _____	STREET NAME <b>Not applicable</b>	ROOM/SUITE NO. _____
MAILING ADDRESS AND/OR P.O. BOX <b>5th Avenue</b>		ROOM/SUITE NO. <b>suite 402</b>	
P.O. BOX NO. _____		CITY <b>San Diego</b>	
PHONE NUMBER AT MAILING ADDRESS. INCLUDE AREA CODE <b>760.642.2725</b>		STATE <b>CA</b>	ZIP CODE <b>92101</b>

EMAIL ADDRESS: **anne@gopedal.org**

THIS STUB WHEN VALIDATED IS YOUR  
OFFICIAL RECEIPT FROM THE:

**City of  
National City**

BUSINESS LICENSE DIVISION

(619) 336-4330

TAXES \$ \_\_\_\_\_  
MISC \$ \_\_\_\_\_  
SB1186 \$ \_\_\_\_\_  
TOTAL \$ **NON/PROFIT**

CASHIER'S COPY

## B. TRANSACTION TYPE - CHECK AND COMPLETE IF APPLICABLE

☐ NEW BUSINESS IN NATIONAL CITY: BUSINESS WILL OPEN/OPENED ON: **November 11, 2017**

☐ OWNERSHIP CHANGE: PREVIOUS BUSINESS NAME: \_\_\_\_\_

## C. DESCRIPTION OF BUSINESS

CHECK ONE: A. ☐ WHOLESALE B. ☐ RETAIL C. ☒ SERVICE D. ☐ RENTAL UNITS, # OF UNITS \_\_\_\_\_ E. ☐ MANUFACTURING F. ☐ CONTRACTOR

STATE LICENSE #/ HEALTH PERMIT/ ABC #/ DRIVERS LIC. # \_\_\_\_\_ STATE RESALE # \_\_\_\_\_ FEDERAL ID #/ SOCIAL SEC. # \_\_\_\_\_

Employee ID: **46-0552414** DLN: **17053043464023**

DESCRIBE BUSINESS FULLY - INCLUDE PRINCIPAL PRODUCT OR SERVICE **Cycling event raising funds for cancer research.**

NUMBER OF BUSINESS VEHICLES OPERATING IN NATIONAL CITY WITH YOUR COMPANY ADVERTISING (LOGO) ON THEM \_\_\_\_\_

## D. OWNERSHIP INFORMATION

CHECK ONE: 1. ☐ SINGLE PROPRIETORSHIP 2. ☐ PARTNERSHIP 3. ☒ CORPORATION

LIST OWNER/PARTNERS/CORPORATE OFFICERS

LAST NAME <b>Marbarger</b>	FIRST NAME <b>Anne</b>	MI _____	TITLE <b>Chief Operating Officer</b>	HOME PHONE _____
HOME ADDRESS _____		CITY _____	STATE _____	ZIP CODE _____
LAST NAME <b>Indovino</b>	FIRST NAME <b>Jay</b>	MI _____	TITLE <b>Executive Director</b>	HOME PHONE _____
HOME ADDRESS _____		CITY _____	STATE _____	ZIP CODE _____

## E. EMERGENCY INFORMATION

LIST IN ORDER OF PRIORITY AND PROXIMITY TO BUSINESS THE PERSON TO BE CONTACTED AT NIGHT IN CASE OF BREAK IN OR FIRE

NAME 1. <b>Not applicable.</b>	TITLE _____	TELEPHONE # _____
2. _____	_____	_____

DO YOU HAVE A BURGLAR ALARM? 1. ☐ NO 2. ☐ YES: IF YES 3. ☐ SILENT 4. ☐ AUDIBLE **Not applicable**

NAME OF ALARM COMPANY **Not applicable** PHONE # \_\_\_\_\_

SIGNATURE <i>Anne Marbarger</i>	TITLE <b>Executive Director</b>	DATE <b>4/11/17</b>
BUSINESS NAME <b>Padal the Cause - San Diego</b>		

OFFICE USE ONLY

DECALS Vehicle \_\_\_\_\_ Decals Video or Coin Op \_\_\_\_\_  
DATE H/O PD \_\_\_\_\_ B/L SENT \_\_\_\_\_ INT \_\_\_\_\_



INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **APR 29 2014**

FEDAL THE CAUSE SAN DIEGO  
C/O GARRICK R HAMILTON  
7700 FORSYTH BLVD STE 1210  
CLAYTON, MO 63105

Employer Identification Number:

46-0552414

DLN:

17053041464023

Contact Person:

MS. LEE

ID# 31208

Contact Telephone Number:

(877) 825-5200

Accounting Period Ending:

December 31

Public Charity Status:

170(b)(1)(A)(vi)

Form 990 Required:

Yes

Effective Date of Exemption:

June 12, 2013

Contribution Deductibility:

Yes

Addendum Applies:

No

**RECEIVED**

**MAY 01 2014**

TAXPAYER ADVOCATE  
INTERNAL REVENUE SERVICE  
ST. LOUIS, MISSOURI

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Sincerely,

*Tamara Rippanda*

Director, Exempt Organizations

Enclosure: Publication 4221-PC

Letter 947



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
04/14/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**  
Aon Risk Services Central, Inc.  
St. Louis MO Office  
8182 Maryland Avenue  
St Louis MO 63105 USA

**CONTACT NAME:**  
**PHONE**  
(A/C. No. Ext): (866) 283-7122 **FAX**  
(A/C. No.): (800) 363-0105  
**E-MAIL ADDRESS:**

**INSURED**  
Pedal the Cause San Diego  
2445 5th Ave. Suite 402  
San Diego CA 92101 USA

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Scottsdale Indemnity Company	15580
INSURER B:	National Casualty Company	11991
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

## COVERAGES

CERTIFICATE NUMBER: 570066145805

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		8L-KKI-00000069111-00	04/10/2017	04/10/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE PRODUCTS - COM/PROP AGG \$1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		8L-KKI-00000069111-00	04/10/2017	04/10/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp/Colt Deduct \$1,000
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION		6LXK0000006911200	04/10/2017	04/10/2018	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in Nt) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	Cyber Liability		8L-KKI-00000069113-00 Claims Made	04/10/2017	04/10/2018	Aggregate Limits \$100,000 Crisis Event Aggreg \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of National City, c/o Risk Manager 1243 National City Boulevard, National City, CA 91950-4301 are included as Additional Insured in accordance with the policy provisions of the General liability Policy.

## CERTIFICATE HOLDER

National City  
Attn: Dionesia Trejo  
1243 National City Boulevard  
National City CA 91950 USA

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Aon Risk Services Central, Inc.*

Holder Identifier :

Certificate No : 570066145805



# Route Signage

Signs will be placed as shown below at each turn marked on cue sheets plus warning signs in advance of turns.

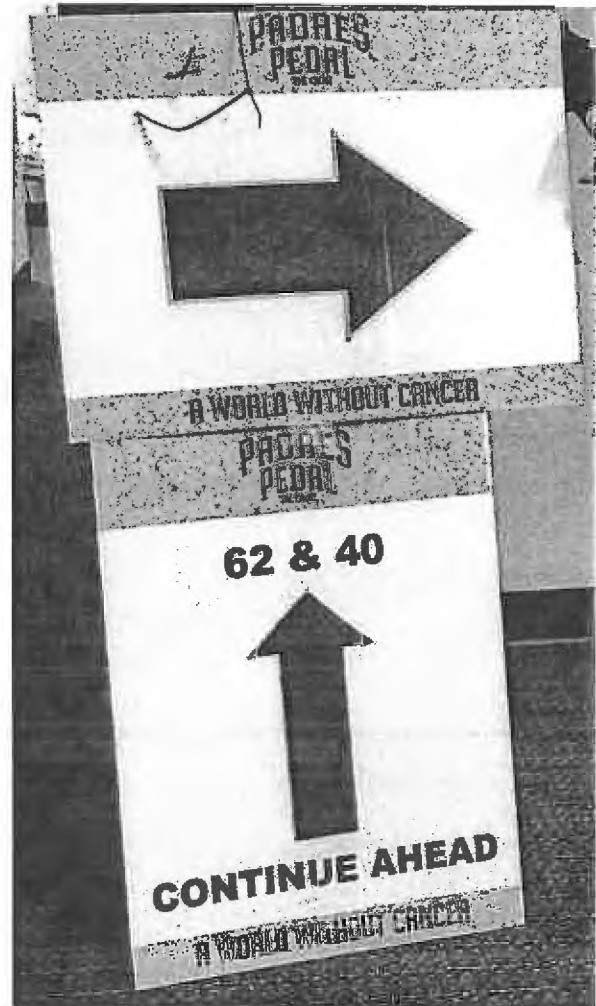
Sign size is 24 inches x 36 inches.

Signs may be placed on street furniture such as utility poles or street lighting posts. Signs are not attached to important directional or instructional signs for road users.

Some signs (for left turns where riders are at a risk of missing the turn) will be larger (48 x 48 inches) and placed in A-frame sign holders on the pavement. These will be placed at the edge of the road, clear of the path of vehicles and cyclists.

Signs will be placed on Friday November 10, 2017 and Saturday November 11, 2017 for the following days routes.

Signs will be removed after the last rider each day.





LONG ROUTE		Start time 6:30				
		MPH At Mile	16	10	Earliest	Latest
San Diego	Left onto Tony Gwynn Drive	-	6:30	6:30	6:30	7:30
	Turn left onto Park Blvd	0.2	6:30	6:31	6:30	7:31
	Turn right onto Imperial Ave	0.3	6:31	6:31	6:31	7:31
	Turn right onto 13th St	0.4	6:31	6:32	6:31	7:32
	Slight left onto National Ave	0.5	6:31	6:33	6:31	7:33
Coronado	Turn left onto Coronado Bridge Eastbound off ramp	1.2	6:34	6:37	6:34	7:37
	Travel West on Coronado Bridge (using Eastbound Lanes)	1.5	6:35	6:39	6:35	7:39
	Keep Left onto Glorietta Blvd	3.4	6:42	6:50	6:42	7:50
	Turn left onto Glorietta Blvd	3.4	6:42	6:50	6:42	7:50
	Keep left onto Pomona Ave	4.6	6:47	6:57	6:47	7:57
	Turn left onto Strand Way	4.7	6:47	6:58	6:47	7:58
	Turn right onto Bayshore Bikeway (Silver Strand Bikeway)	4.7	6:47	6:58	6:47	7:58
	HYDRATION STOP. Attu Avenue	7.6	6:58	7:15	6:58	8:15
	Continue on Bayshore Bikeway	12.1	7:15	7:42	7:15	8:42
	REST STOP. Bikeway Village	12.9	7:18	7:47	7:18	8:47
Imperial Beach	Exit rest stop and turn right on 13th Street	13.0	7:18	7:48	7:18	8:18
San Diego	Turn left onto Iris Ave	14.3	7:23	7:55	7:23	8:25
	Continue onto SateRite Blvd	14.5	7:24	7:57	7:24	8:27
	Turn right onto 19th St	15.0	7:26	8:00	7:26	8:30
	Turn left onto Leon Ave	15.2	7:27	8:01	7:27	8:31
	Turn right onto Hollister St	15.7	7:28	8:04	7:28	8:34
	Turn left onto Monument Rd	17.3	7:34	8:13	7:34	8:43
	Becomes Dairy Mart Rd	18.1	7:37	8:18	7:37	8:48
	Turn left onto Beyer Blvd	19.9	7:44	8:29	7:44	8:59
Chula Vista	Becomes Broadway	21.8	7:51	8:40	7:51	9:10
	Turn right onto Palomar St	22.7	7:55	8:46	7:55	9:16
	Turn right onto Orange Ave	22.7	7:55	8:46	7:55	9:16
	Continue onto Olympic Pkwy	25.4	8:05	9:02	8:05	9:32
	Turn right onto La Media Rd	28.6	8:17	9:21	8:17	9:51
	Turn left onto Birch Rd	29.1	8:19	9:24	8:19	9:54
	Turn right onto Eastlake Pkwy	30.4	8:24	9:32	8:24	10:02
	Turn left - becomes Hunte Pkwy	31.0	8:26	9:36	8:26	10:06
	Turn right onto Olympic Pkwy	32.6	8:32	9:45	8:32	10:15
	Turn right at Gold Medal Way	33.3	8:34	9:49	8:34	10:19
	REST STOP. Elite Athlete Training Center	33.4	8:35	9:50	8:35	10:20
	Turn right onto Olympic Pkwy	33.5	8:35	9:51	8:35	10:21
	Becomes Lake Crest Dr	33.7	8:36	9:52	8:36	10:22
	Turn right onto Otay Lakes Rd	34.6	8:39	9:57	8:39	10:27
	Turn left onto CA-94 W	43.5	9:13	10:51	9:13	10:51
SD County	Turn right onto Honey Springs Rd	43.7	9:13	10:52	9:13	10:52
	REST STOP. Fire Station	51.2	9:42	11:37	9:42	11:37
	Straight onto Skyline Truck Trail	51.4	9:42	11:38	9:42	11:38
	Straight onto Lyons Valley Rd	58.6	10:09	12:21	10:09	12:21
	Turn right onto CA-94 W/Campo Rd	60.2	10:15	12:31	10:15	12:31
	Turn right onto Steele Canyon Rd	62.2	10:23	12:43	10:23	12:43
	Turn left onto Willow Glen Dr	63.7	10:28	12:52	10:28	12:52
	Turn left onto Jamacha Road	64.5	10:31	12:57	10:31	12:57
	Turn right onto Fury Ln	64.8	10:33	12:58	10:33	12:58
	Turn left onto Rancho San Diego Pkwy	65.1	10:34	13:00	10:34	13:00
	REST STOP. Cuyamaca College	65.2	10:34	13:01	10:34	13:01
	Turn left onto Fury Ln	65.3	10:34	13:01	10:34	13:01
	Turn left onto Avocado Blvd	66.9	10:40	13:11	10:40	13:11
	Turn right onto Madrid Way	67.3	10:42	13:13	10:42	13:13
	Turn left onto Agua Dulce Blvd	67.9	10:44	13:17	10:44	13:17
	Turn left onto Campo Rd/Sweetwater Springs Blvd	68.1	10:45	13:18	10:45	13:18
	Turn right onto Jamacha Blvd (route 54)	68.6	10:51	13:27	10:51	13:27
	Continue onto Paradise Valley Rd	72.7	11:02	13:46	11:02	13:46
	Turn left onto S Worthington St	73.4	11:05	13:50	11:05	13:50
Chula Vista	Becomes Sweetwater Rd	74.0	11:07	13:54	11:07	13:54
	Turn left onto Bonita Rd	74.8	11:10	13:58	9:36	13:58
	Turn right to stay on Bonita Rd	75.1	11:11	14:00	9:39	14:00
	Turn right into Sweetwater staging area and join bike path	78.3	11:23	14:19	9:49	14:19
National City	Turn left onto Bayshore Bikeway	79.2	11:27	14:25	9:52	14:25
	Stay straight on Bayshore Bikeway	81.3	11:34	14:37	10:00	14:37
	Exit bike path and turn left onto W 32nd St	81.9	11:37	14:41	8:56	14:41
	Turn left onto Goesno Pl	82.1	11:37	14:42	8:57	14:42
	REST STOP. Pepper Park	82.2	11:38	14:43	8:57	14:43
	Exit rest stop and continue straight onto Tideland Ave	82.3	11:38	14:43	8:57	14:43
	Bear right onto Civic Center Dr	83.5	11:43	14:51	9:03	14:51
	Turn left onto E Harbor Dr	83.7	11:43	14:52	9:04	14:52
San Diego	Turn right onto Fifth Ave	87.6	11:58	15:15	9:22	15:15
	Turn right onto I St	87.6	11:58	15:15	9:22	15:15
	Turn left onto Tony Gwynn Dr	87.7	11:58	15:16	9:23	15:16



212 of 311



# Day 1 Turn by Turns

LONG ROUTE	At Mile	MEDIUM ROUTE	At Mile	SHORT ROUTE	At Mile
Left onto Tony Gwynn Drive	-	Left onto Tony Gwynn Drive	-	Left onto Tony Gwynn Drive	-
Turn left onto Park Blvd	0.2	Turn left onto Park Blvd	0.2	Turn left onto Park Blvd	0.2
Turn right onto Imperial Ave	0.3	Turn right onto Imperial Ave	0.3	Turn right onto Imperial Ave	0.3
Turn right onto 13th St	0.4	Turn right onto 13th St	0.4	Turn right onto 13th St	0.4
Slight left onto National Ave	0.5	Slight left onto National Ave	0.5	Slight left onto National Ave	0.5
Turn left onto Coronado Bridge Eastbound offramp	1.2	Turn left onto Coronado Bridge Eastbound offramp	1.2	Turn left onto Coronado Bridge Eastbound offramp	1.2
Travel West on Coronado Bridge (using Eastbound Lanes)	1.5	Travel West on Coronado Bridge (using Eastbound Lanes)	1.5	Travel West on Coronado Bridge (using Eastbound Lanes)	1.5
Keep Left onto Glorietta Blvd	3.4	Keep Left onto Glorietta Blvd	3.4	Keep Left onto Glorietta Blvd	3.4
Turn left onto Glorietta Blvd	3.4	Turn left onto Glorietta Blvd	3.4	Turn left onto Glorietta Blvd	3.4
Keep left onto Pomona Ave	4.6	Keep left onto Pomona Ave	4.6	Keep left onto Pomona Ave	4.6
Turn left onto Strand Way	4.7	Turn left onto Strand Way	4.7	Turn left onto Strand Way	4.7
Turn right onto Bayshore Bikeway (Silver Strand Bikeway)	4.7	Turn right onto Bayshore Bikeway (Silver Strand Bikeway)	4.7	Turn right onto Bayshore Bikeway (Silver Strand Bikeway)	4.7
HYDRATION STOP: Atto Avenue	7.6	HYDRATION STOP: Atto Avenue	7.6	HYDRATION STOP: Atto Avenue	7.6
DISTANCE TO NEXT STOP	5.3	DISTANCE TO NEXT STOP	5.3	DISTANCE TO NEXT STOP	5.3
Continue on Bayshore Bikeway	12.1	Continue on Bayshore Bikeway	12.1	Continue on Bayshore Bikeway	12.1
REST STOP: Bikeway Village	12.3	REST STOP: Bikeway Village	12.3	REST STOP: Bikeway Village	12.3
DISTANCE TO NEXT STOP	20.8	DISTANCE TO NEXT STOP	20.8	DISTANCE TO NEXT STOP	20.8
Exit rest stop and turn right on 13th Street	13.0	Exit rest stop and turn right on 13th Street	13.0	Return to Bayshore Bikeway and turn right	13.0
Turn left onto Iris Ave	14.3	Turn left onto Iris Ave	14.3	Turn left onto W Frontage Rd	14.3
Continue onto Satellite Blvd	14.5	Continue onto Satellite Blvd	14.5	Continue onto Stella Street	14.5
Turn right onto 19th St	15.0	Turn right onto 19th St	15.0	Turn right onto Bay Blvd	15.0
Turn left onto Leon Ave	15.2	Turn left onto Leon Ave	15.2	Turn left then right onto Bayshore Bikeway	15.2
Turn right onto Hollister St	15.7	Turn right onto Hollister St	15.7	Turn right (after bridge) to stay on Bayshore Bikeway	15.7
Turn left onto Monument Rd	17.3	Turn left onto Monument Rd	17.3		
Becomes Dairy Mart Rd	18.1	Becomes Dairy Mart Rd	18.1		
Turn left onto Beyer Blvd	19.9	Turn left onto Beyer Blvd	19.9		
Becomes Broadway	21.8	Becomes Broadway	21.8		
Turn right onto Palomar St	22.7	Turn right onto Palomar St	22.7		
Turn right onto Orange Ave	22.7	Turn right onto Orange Ave	22.7		
Continue onto Olympic Pkwy	25.4	Continue onto Olympic Pkwy	25.4		
Turn right onto La Media Rd	28.6	Turn right onto La Media Rd	28.6		
Turn left onto Birch Rd	29.1	Turn left onto Birch Rd	29.1		
Turn right onto Eastlake Pkwy	30.4	Turn right onto Eastlake Pkwy	30.4		
Turn left - becomes Hunte Pkwy	31.0	Turn left - becomes Hunte Pkwy	31.0		
Turn right onto Olympic Pkwy	32.6	Turn right onto Olympic Pkwy	32.6		
Turn right at Gold Medal Way	33.3	Turn right at Gold Medal Way	33.3		
REST STOP: Mike Athlete Training Center	33.4	REST STOP: Mike Athlete Training Center	33.4		
DISTANCE TO NEXT STOP	17.8	DISTANCE TO NEXT STOP	15.6		
Turn right onto Olympic Pkwy	33.5	Turn right onto Olympic Pkwy	33.5		
Becomes Lake Crest Dr	33.7	Becomes Lake Crest Dr	33.7		
Turn right onto Otay Lakes Rd	34.6	Turn left onto Otay Lakes Rd	34.6		



Long Route (continued)

Medium Route (continued)

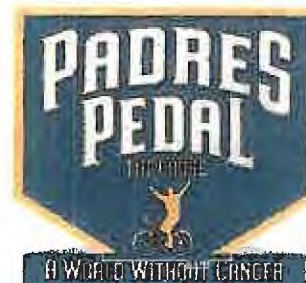
Turn left onto CA-94 W	43.5	Turn right onto Woods Dr	34.9
Turn right onto Honey Springs Rd	43.7	Turn right onto Northwoods Dr	36.2
REST STOP - Fire Station	51.2	Turn left onto Proctor Valley Rd	36.3
DISTANCE TO NEXT STOP	14.0	Continue onto E H St	38.1
Straight onto Skyline Truck Trail	51.4	Turn right onto Corral Canyon Rd	39.5
Straight onto Lyons Valley Rd	58.6	Turn left onto Central Ave	41.8
Turn right onto CA-94 W/Campo Rd	60.2	Turn left onto Bonita Rd	42.5
Turn right onto Steele Canyon Rd	62.2		
Turn left onto Willow Glen Dr	63.7		
Turn left onto Jamacha Road	64.5		
Turn right onto Fury Ln	64.8		
Turn left onto Rancho San Diego Pkwy	65.1		
REST STOP - Cuyamaca College	65.2		
DISTANCE TO NEXT STOP	17.0		
Turn left onto Fury Ln	65.3		
Turn left onto Avocado Blvd	66.9		
Turn right onto Madrid Way	67.3		
Turn left onto Agua Dulce Blvd	67.9		
Turn left onto Campo Rd/Sweetwater Springs Blvd	68.1		
Turn right onto Jamacha Blvd (route 54)	69.6		
Continue onto Paradise Valley Rd	72.7		
Turn left onto S Worthington St	73.4		
Becomes Sweetwater Rd	74.0		
Turn left onto Bonita Rd	74.8		
Turn right to stay on Bonita Rd	75.1		
Turn right into Sweetwater staging area and join bike path	78.3	Turn right into Sweetwater staging area and join bike path	45.1
Turn left onto Bayshore Bikeway	79.2	Turn left onto Bayshore Bikeway	46.0
Stay straight on Bayshore Bikeway	81.3	Continue on Bayshore Bikeway	48.2
Exit bike path and turn left onto W 32nd St	81.9	Turn left onto W 32nd St	48.7
Turn left onto Goesno Pl	82.1	Turn left onto Goesno Pl	48.9
REST STOP - Pepper Park	82.2	REST STOP - Pepper Park	49.0
DISTANCE TO NEXT STOP	5.5	DISTANCE TO NEXT STOP	5.6
Exit rest stop and continue straight onto Tidelands Ave	82.3	Exit rest stop and continue straight onto Tidelands Ave	49.1
Bear right onto Civic Center Dr	83.5	Bear right onto Civic Center Dr	50.3
Turn left onto E Harbor Dr	83.7	Turn left onto E Harbor Dr	50.5
Turn right onto Fifth Ave	87.6	Turn right onto Fifth Ave	54.4
Turn right onto L St	87.6	Turn right onto L St	54.5
Turn left onto Tony Gwynn Dr	87.7	Turn left onto Tony Gwynn Dr	54.6

Short Route (continued)

Turn left onto W 32nd St	18.7
Turn left onto Goesno Pl	18.9
REST STOP - Pepper Park	18.9
DISTANCE TO NEXT STOP	5.6
Exit rest stop and continue straight onto Tidelands Ave	19.0
Continue onto Civic Center Dr	20.2
Turn left onto E Harbor Dr	20.4
Turn right onto Fifth Ave	24.3
Turn right onto L St	24.4
Turn left onto Tony Gwynn Dr	24.5







# Medical Plan & Emergency Procedures - **DRAFT**

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Padres Pedal the Cause  
November 11 & 12, 2017



# Medical & Emergency Personnel

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## Mobile Medical Teams:

BLS Units - AMR, (858) 492 3500

8808 Balboa Avenue, San Diego, California 92123

## Stationary Medical Teams:

(2) Volunteer RN's at each water stop

## Command Center Emergency Number:

**(619) 795-5777**

# Medical & Emergency Procedures

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## Medical Incident Procedures

All riders will be instructed to call **(619) 795-5777** with any incidents. This is a direct line to the event command center at Petco Park.

**Minor incidents on the route:** Will be called in to command center at Petco Park. Communications Manager will dispatch a medical team to deal with the incident. Medical team will assess if further medical treatment is necessary.

**Minor incidents at reported at rest stops:** Will be dealt with by the stationary team there. Riders who continue to ride after a minor incident / illness will be monitored at future rest stops by the medical team.

**Serious incidents on the route:** Involving serious or life threatening injuries, will be assessed at the scene by riders, who will call 911 if necessary. All riders will be issued with event emergency procedures.

# Medical & Emergency Plan – Saturday November 11, 2017



## Locations of stationary medical teams

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**Rest Stop 1. TEAM 1**  
**Attu Avenue Water Stop**  
1584 Attu Avenue, Coronado

Route mileage: 7.6 (all)

Staffed by:  
2 x RN

Riders present: 7am – 7.45am

**Rest Stop 2. TEAM 2**  
**Bikeway Village**  
536 13th Street, Imperial Beach

Route mileage: 12.9 (all)

Staffed by:  
2 x RNs

Riders present:  
7.15 – 8.20am

**Rest Stop 3. TEAM 3**  
**Chula Vista Elite Athlete Training Center**  
2800 Olympic Pkwy, Chula Vista

Route mileage: 33.4 (med & long)

Staffed by:  
2 x RNS

Riders present:  
8.35am – 10.05am

**Rest Stop 4. TEAM 1**  
**Deerhorn Valley Fire Station**  
2383 Honey Springs Rd  
Jamul, CA 91935

Route mileage: 51.2 (long)

Staffed by:  
2 x RNs

Riders present:  
9.40 am – 11.40am

**Rest Stop 5. TEAM 4**  
**Cuyamaca College**  
900 Rancho San Diego Pkwy, El Cajon

Route mileage: 65.2 (long)

Staffed by:  
2 x RNs

Riders present:  
10.30am – 1pm

**Rest Stop 6. TEAM 5**  
**Pepper Park**  
3299 Tidelands Ave, National City

Route mileage: 18.9 (s) 49.0 (m), 82.2 (l)

Staffed by:  
2 x RNs

Riders present:  
8.30am – 2.45am





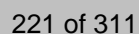
### Rider route





**Ambulance location**

### Rider route





# Medical & Emergency Plan – Saturday November 11, 2017



## Ambulance 1

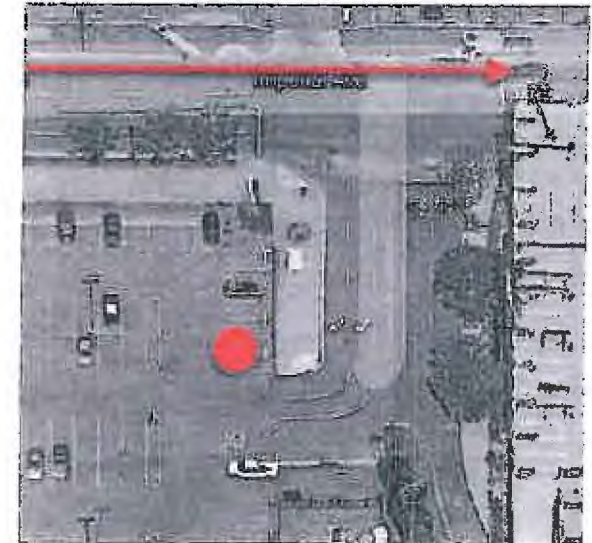
COMMAND CENTER PHONE NUMBER [619-795-5777]

### Position 1a:

#### Petco Park

Time: 6.30am – 7.10am

Location: Lexus Premier Lot, 1 Park Blvd, San Diego



Location for  
ambulance  
parking



Rider route

26

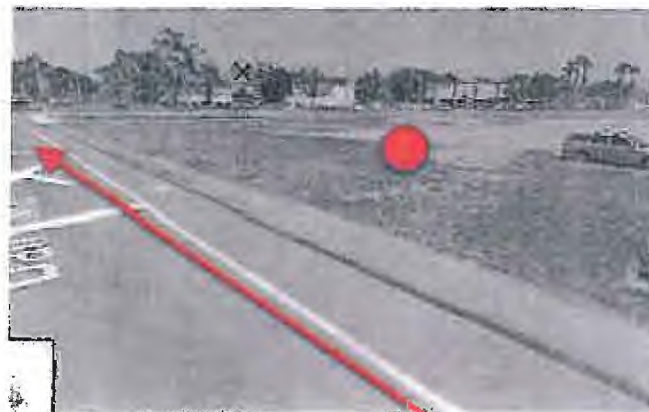
### Position 1b:

#### Dairy Mart and Beyer Blvd

Time: 7.25 – 9.35am

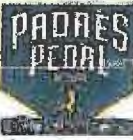
Location: 1609 Dairy Mart Road, San Diego

Dirt parking lot just before left turn  
onto Beyer Blvd





# Medical & Emergency Plan – Saturday November 11, 2017



## Ambulance 1

COMMAND CENTER PHONE NUMBER [619-795-5777]

### Position 1c:

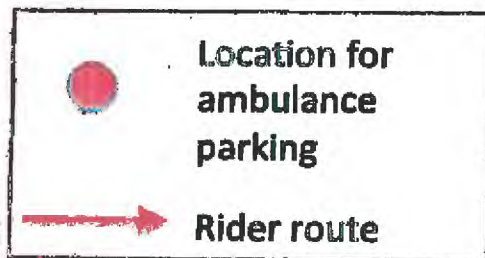
**Cuyamaca College**

**Time:** 10.25am – last rider

**Location:** 900 Rancho San Diego

**Pkwy, El Cajon, CA 92019**

**Aid station parking lot**



- When last rider is through this position (you will be notified by the sweep vehicle when the last riders is past) please slowly drive the course to the finish
  - Report to command center to inform them that you are leaving position 1c
  - Be alert to any riders you pass who may need medical attention on the road
  - Check in with command center at the finish and hand in any incident report forms



# Medical & Emergency Plan – Saturday November 11, 2017



## Ambulance 2

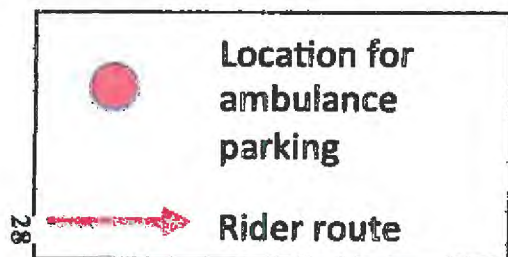
**COMMAND CENTER PHONE NUMBER [619-795-5777]**

### Position 2a:

#### Glorietta Blvd

Time: 6.30am – 7.45am

Location: 457 Glorietta Blvd (approximate address). Position ambulance next to route as riders exit Coronado Bridge



### Position 2b:

#### Chula Vista Elite Athlete Training Center

Time: 8.20am – 9.30am

Location: 2800 Olympic Pkwy, Chula Vista. Position ambulance in parking lot at rest stop.





# Medical & Emergency Plan – Saturday November 11, 2017



**Ambulance 2**

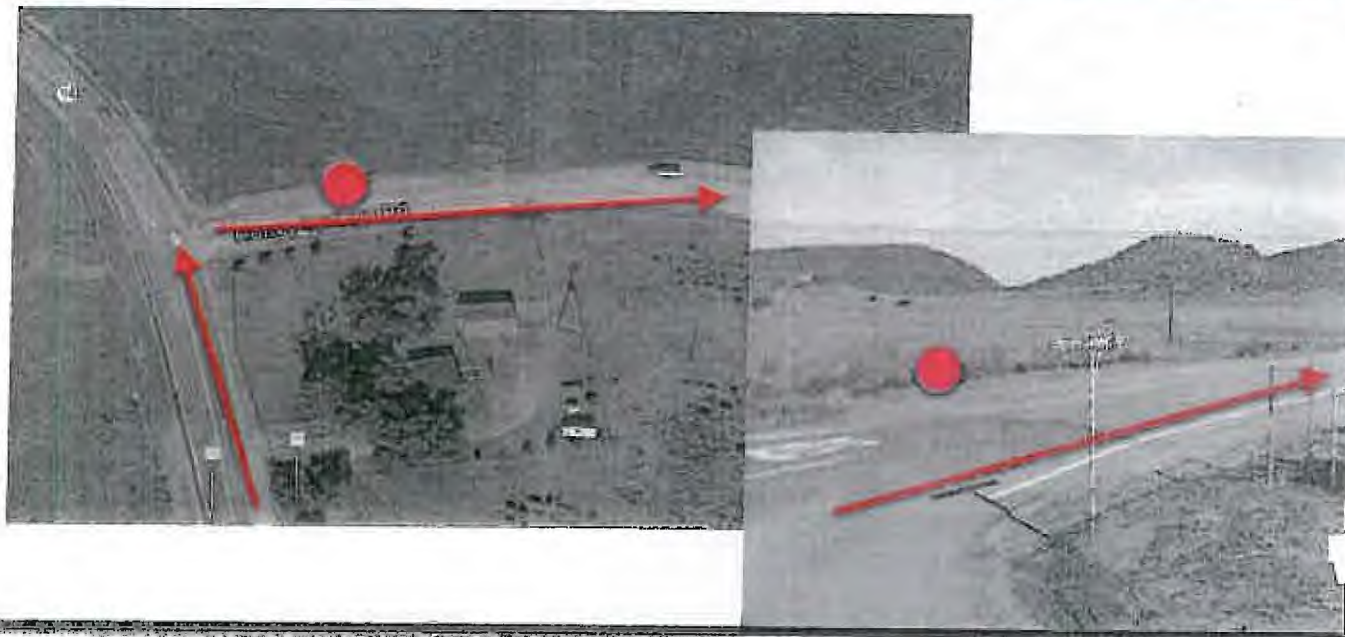
**COMMAND CENTER PHONE NUMBER [619-795-5777]**

## **Position 2c:**

**Honey Springs Road**

**Time: 10.30am -- 11am**

**Location:** Honey Springs Road and Campo Road (1809 Honey Springs Road). Dirt pull out at start of Honey Springs Road



Location for ambulance parking

Rider route

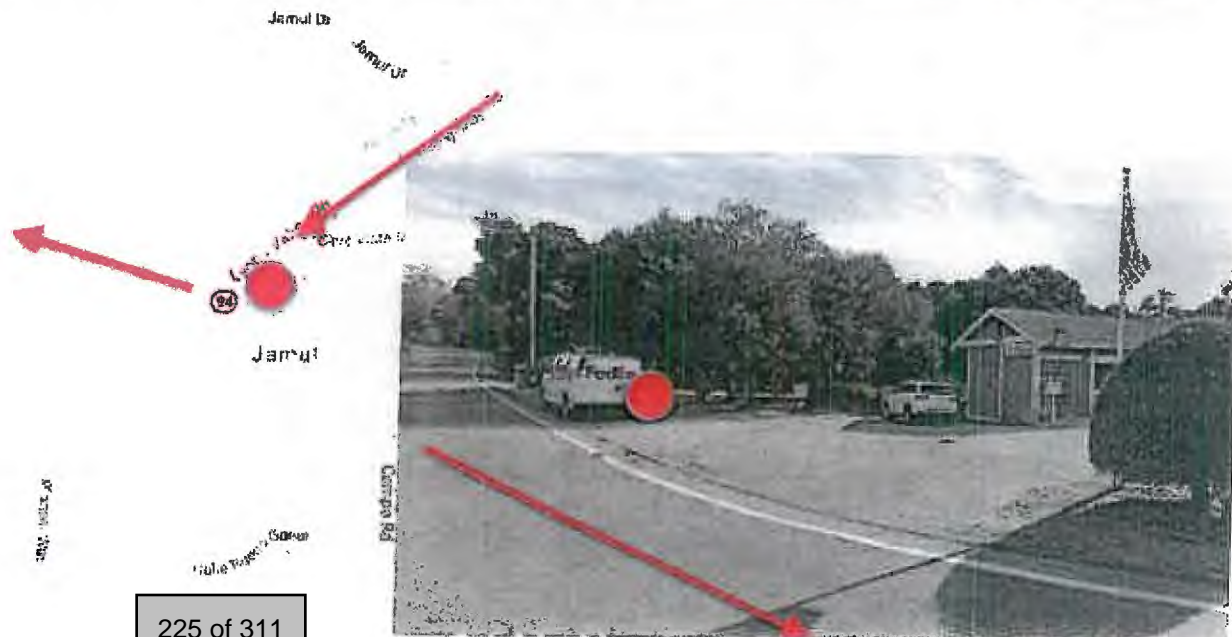
## **Position 2d:**

**Highway 94**

**Time: 11.10am – last rider**

**Location:** Lyons Valley Road & Campo Road / Highway 94 (real estate office parking lot)

- When last rider is through this position (you will be notified by the sweep vehicle when the last riders is past) please slowly drive the course to the finish
  - Report to command center to inform them that you are leaving position 2d
  - Be alert to any riders you pass who may need medical attention on the road
  - Check in with command center at the finish and hand in any incident report forms





# Medical & Emergency Plan – Saturday November 11, 2017



**Ambulance 3**

**COMMAND CENTER PHONE NUMBER [619-795-5777]**

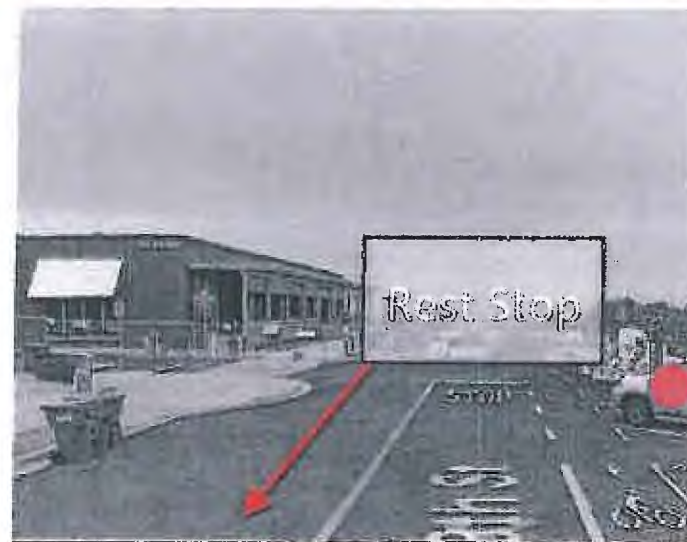
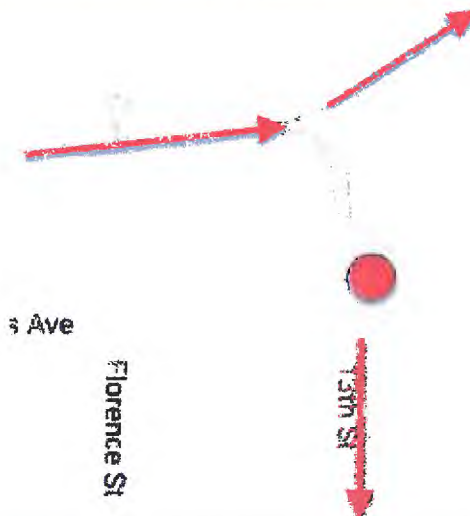
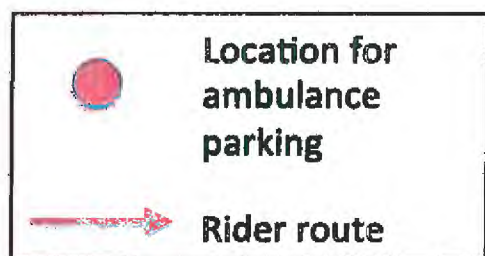
## Position 3a:

**Bikeway Village**

**Time:** 6.45am – 8.10am

**Location:** 536 13<sup>th</sup> Street, Imperial Beach.

Position ambulance at rest stop.



30

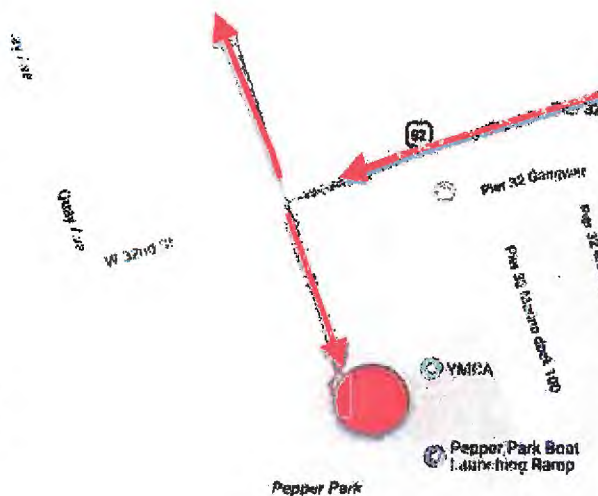
## Position 3b:

**Pepper Park**

**Time:** 8.30am – last rider

**Location:** 3299 Tidelands Ave, National City. Position ambulance at rest stop.

- When last rider is through this position (you will be notified by the sweep vehicle when the last riders is past) please slowly drive the course to the finish
  - Report to command center to inform them that you are leaving position 2d
  - Be alert to any riders you pass who may need medical attention on the road
  - Check in with command center at the finish and hand in any incident report forms



## Medical & Emergency Plan – Other information

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### **Each medical team will have:**

- Full set of route sheets
- Command center phone number
- Radio
- First Aid Kits
- Incident report forms
- Staff Assignments/Phone Numbers
- Instructions / Procedures Manual

### **Common medical issues during a cycling event:**

- Stomach issues
- Headaches
- Minor road rash
- Allergies / stings
- Muscle / joint injuries, strains etc.
- Dehydration / electrolyte imbalances

#### **More serious issues:**

- Heart issues
- Serious crashes
- Heat stroke
- Hypothermia



**CITY OF NATIONAL CITY  
NEIGHBORHOOD SERVICES DEPARTMENT  
APPLICATION FOR A TEMPORARY USE PERMIT  
RECOMMENDATIONS AND CONDITIONS**

**SPONSORING ORGANIZATION:** Padres Pedal the Cause  
**EVENT:** Padres Pedal the Cause  
**DATE OF EVENT:** November 11, 2017

**APPROVALS:**

DEVELOPMENT SERVICES	YES [ x ]	NO [ ]	SEE CONDITIONS [ x ]
RISK MANAGER	YES [ x ]	NO [ ]	SEE CONDITIONS [ x ]
PUBLIC WORKS	YES [ x ]	NO [ ]	SEE CONDITIONS [ ]
FINANCE	YES [ x ]	NO [ ]	SEE CONDITIONS [ x ]
FIRE	YES [ x ]	NO [ ]	SEE CONDITIONS [ x ]
POLICE	YES [ x ]	NO [ ]	SEE CONDITIONS [ ]
CITY ATTORNEY	YES [ x ]	NO [ ]	SEE CONDITIONS [ x ]
COMMUNITY SERVICES	YES [ x ]	NO [ ]	SEE CONDITIONS [ ]
NEIGHBORHOOD SERVICES	YES [ x ]	NO [ ]	SEE CONDITIONS [ x ]

**CONDITIONS OF APPROVAL:**

**DEVELOPMENT SERVICES (619) 336-4318**

**Building**

It looks like the event will only impact the participants riding bicycles through our City. If that is the case, Building Division has no comments for this TUP.

**Planning**

No comments

**Engineering**

No comments

**POLICE DEPARTMENT**

No comments

**CITY ATTORNEY**

Requires an indemnification and hold harmless agreement, and a policy of general liability insurance, with the City and its officials, employees, agents and volunteers as additional insureds, with amounts of coverage to be determined by the Risk Manager.

## **COMMUNITY SERVICES**

Community Services has no involvement.

## **NEIGHBORHOOD SERVICES**

***Neighborhood Notifications*** – Events are required to notify residents and/or businesses of the surrounding impacted areas by the event. The notice shall include the name of the event, name and phone number of the company/organization producing the event, the dates and times of the event (including set-up and breakdown) and a detailed description of how the residents and/or businesses may be affected, such as by street closures, “No Parking” signs being posted, music at the event, etc.

## **RISK MANAGER (619) 336-4370**

Risk Management has reviewed the above captioned request for the issuance of a Temporary Use Permit. In order to satisfy the City’s insurance requirements it will be necessary for the Applicant and the Event Medical Provider (American Medical Response) to provide the following:

- A valid copy of the Certificate of Liability Insurance from American Medical Response.
- The applicant and American Medical Response must each provide a separate additional insured endorsement wherein it notes as the additional insured as “The City of National City, its officials, agents, employees and volunteers”
- The insurance policy has a combined single limit of no less than \$1,000,000.00 (ONE MILLION DOLLARS) for each occurrence and \$2,000,000.00 (TWO MILLION DOLLARS) in aggregate that would cover the date and location of the event.
- The insurance company issuing the insurance policy has an A.M. Best’s Guide Rating of A: VII and that the insurance company is a California admitted company.
- The Certificate Holder must reflect:  
City of National City  
c/o Risk Manager  
1243 National City Boulevard  
National City, CA. 91950-4397

**PUBLIC WORKS (619)366-4580**

No comments

**FINANCE**

Padres Pedal the Cause business license has been renewed. Finance/Business License has no Stipulations.

**FIRE (619) 336-4550**

No fees for this event

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Stipulations required by the Fire Department for this event are as follows:

- 1) Maintain Fire Department access at all times. Emergency services access shall be given to all emergency apparatus upon approach
- 2) Access for Fire Department shall be maintained at all times. At no time shall fire lanes, fire hydrants, fire protection systems of all types etc. be obstructed at any time. A minimum of 20 feet wide shall be maintained for the use of fire lanes
- 3) First Aid will be provided by organization

The following page(s) contain the backup material for Agenda Item: Warrant Register #1 for the period of 06/28/17 through 07/04/17 in the amount of \$3,006,289.71. (Finance)



**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** August 15, 2017

**AGENDA ITEM NO.** |

**ITEM TITLE:**

Warrant Register #1 for the period of 06/28/17 through 07/04/17 in the amount of \$3,006,289.71.  
(Finance)

**PREPARED BY:** K. Apalategui

**DEPARTMENT:** Finance

**PHONE:** 619-336-4572

**APPROVED BY:** 

**EXPLANATION:**

Per Government Section Code 37208, attached are the warrants issued for the period of 06/28/17 through 07/04/17.

Consistent with Department of Finance, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
Health Net Inc	329717	83,740.06	Health Net Ins R1192A / July 2017
Honeywell International Inc	329721	89,864.63	Heating & Air Maintenance / PW
Kaiser Foundation HP	329726	186,314.57	Kaiser Ins Active / July 2017
Public Emp Ret System	6282017	416,924.02	Service Period 6/06/17 – 6/19/17

**FINANCIAL STATEMENT:**

**APPROVED:**  **Finance**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **MIS**

Warrant total \$3,006,289.71.

**ENVIRONMENTAL REVIEW:**

This is not a project and, therefore, not subject to environmental review.

**ORDINANCE:** ☐ **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

**STAFF RECOMMENDATION:**

Ratify warrants totaling \$3,006,289.71.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

Warrant Register #1



**WARRANT REGISTER #1**  
**7/4/2017**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
BCM CUSTOMER SERVICE INC	PERFORMANCE MAINTENANCE / PW	329658	6/29/17	186.00
CPP PRINTING	COLOR LOGO CERTIFICATE FOLDERS / MYR'S OFFICE	329659	6/29/17	1,385.08
ACEDO, I	RETIREE HEALTH BENEFITS/ JUL 2017	329660	7/4/17	160.00
ADAMSON POLICE PRODUCTS	ARGUS THERMAL TORCH / PD	329661	7/4/17	5,224.22
ADVENTURE MOUNTAIN SPORTS INC	KAYAKS FOR SUMMER PROGRAMMING / CSD	329662	7/4/17	9,991.96
AFLAC	AFLAC ACCT BDM36 / JULY 2017	329663	7/4/17	808.10
AMERICAN BACKFLOW SPECIALTIES	BACKFLOWS & VALVES / PD	329664	7/4/17	2,212.43
ANDERSON, E	RETIREE HEALTH BENEFITS/ JUL 2017	329665	7/4/17	110.00
AT&T	AT&T PHONES JUNE 2017	329666	7/4/17	319.38
BEARD, P	RETIREE HEALTH BENEFITS/ JUL 2017	329667	7/4/17	70.00
BECK, L	RETIREE HEALTH BENEFITS/ JUL 2017	329668	7/4/17	140.00
BISHOP, R	RETIREE HEALTH BENEFITS/ JUL 2017	329669	7/4/17	110.00
BOEGLER, C	RETIREE HEALTH BENEFITS/ JUL 2017	329670	7/4/17	260.00
BROADWAY AUTO GLASS	MATERIAL - GLASS AND TINT / PW	329671	7/4/17	454.43
BULL, P	RETIREE HEALTH BENEFITS/ JUL 2017	329672	7/4/17	580.00
C A P F	FIRE LTD / JULY 2017	329673	7/4/17	931.00
CALIFORNIA LAW ENFORCEMENT	PD LTD / JULY 2017	329674	7/4/17	2,082.50
CARRILLO, R	RETIREE HEALTH BENEFITS/ JUL 2017	329675	7/4/17	290.00
CEB	BOOKS CITY'S ATTORNEYS OFFICE	329676	7/4/17	261.89
CLAIMS MANAGEMENT ASSOCIATES	RISK MANAGEMENT SERVICES	329677	7/4/17	6,525.00
CLEAN HARBORS	CONTRACT SERVICES / ENG	329678	7/4/17	469.20
CLF WAREHOUSE INC	MOP#80331 AUTO PARTS/ FLEET PW	329679	7/4/17	158.34
COLE, L	RETIREE HEALTH BENEFITS/ JUL 2017	329680	7/4/17	165.00
COMMERCIAL AQUATIC SERVICE INC	CHEMICAL POOL SUPPLIES / PW	329681	7/4/17	1,022.98
CONDON, D	RETIREE HEALTH BENEFITS/ JUL 2017	329682	7/4/17	280.00
CORPUZ, T	RETIREE HEALTH BENEFITS/ JUL 2017	329683	7/4/17	140.00
COUNTY OF SAN DIEGO	UNIFIED PROGRAM FAC. PERMIT	329684	7/4/17	1,640.00
COX COMMUNICATIONS	REFUND T&A 90206 /ENG	329685	7/4/17	2,158.48
CULLIGAN	WATERSOFTNER / NUTRITION	329686	7/4/17	15.00
DANESHFAR, Z	RETIREE HEALTH BENEFITS/ JUL 2017	329687	7/4/17	250.00
DANIELS TIRE SERVICE	MOP#76986 TIRES / FLEE PW	329688	7/4/17	928.41
DELIVERY CONCEPTS INC	CONTROLLER THERMOSTAT / PW	329689	7/4/17	178.77
DELTA DENTAL	DENTAL INS PREMIER / JULY 2017	329690	7/4/17	16,565.83
DELTA DENTAL	COBRA PREMIER DENTAL INS / MAY 2017	329691	7/4/17	45.22
DELTA DENTAL INSURANCE CO	PMI DENTAL INS / JULY 2017	329692	7/4/17	2,806.32
DELTA DENTAL INSURANCE CO	COBRA DENTAL INS PMI / MAY 2017	329693	7/4/17	71.94
DEPARTMENT OF JUSTICE	INVESTIGATIVE SERVICES - MAY	329694	7/4/17	320.00
DESROCHERS, P	RETIREE HEALTH BENEFITS/ JUL 2017	329695	7/4/17	110.00
DI CERCHIO, A	RETIREE HEALTH BENEFITS/ JUL 2017	329696	7/4/17	70.00
DILLARD, S	RETIREE HEALTH BENEFITS/ JUL 2017	329697	7/4/17	480.00
DREDGE, J	RETIREE HEALTH BENEFITS/ JUL 2017	329698	7/4/17	250.00
EISER III, G	RETIREE HEALTH BENEFITS/ JUL 2017	329699	7/4/17	250.00
EXPRESS PIPE AND SUPPLY CO INC	CITY WIDE PLUMBING PARTS & MATERIALS / PW	329700	7/4/17	10.47
FABINSKI, D	RETIREE HEALTH BENEFITS/ JUL 2017	329701	7/4/17	220.00
FEDEX	SHIPPING SERVICES / HOUSING	329702	7/4/17	92.57
FIFIELD, K	RETIREE HEALTH BENEFITS/ JUL 2017	329703	7/4/17	540.00
FLYERS ENERGY LLC	MOBIL SUPER SYNTHETIC 5W30	329704	7/4/17	915.97
FUN EXPRESS LLC	GRADUATION SUPPLIES FOR THE TINY TOTS / CSD	329705	7/4/17	294.67
GELSKEY, K	RETIREE HEALTH BENEFITS/ JUL 2017	329706	7/4/17	115.00
GIBBS JR, R	RETIREE HEALTH BENEFITS/ JUL 2017	329707	7/4/17	120.00



**WARRANT REGISTER #1**  
**7/4/2017**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
GONZALES, M	RETIREE HEALTH BENEFITS/ JUL 2017	329708	7/4/17	480.00
GRAINGER	MOP# 65179 BUILDING SUPPLIES / PW	329709	7/4/17	1,273.27
HANSON, E	RETIREE HEALTH BENEFITS/ JUL 2017	329710	7/4/17	135.00
HARLAN, M	RETIREE HEALTH BENEFITS/ JUL 2017	329711	7/4/17	500.00
HAUG, S	RETIREE HEALTH BENEFITS/ JUL 2017	329712	7/4/17	120.00
HEALTH NET	FULL NETWORK 57135A / JULY 2017	329713	7/4/17	6,913.18
HEALTH NET	HEALTH NET INS N7176F / JULY 2017	329714	7/4/17	1,470.86
HEALTH NET	HEALTHNET INS N7177A / JULY 2017	329715	7/4/17	1,141.24
HEALTH NET	HEALTH NET R1192Q / MAY 2017	329716	7/4/17	638.26
HEALTH NET INC	HEALTH NET INS R1192A / JULY 2017	329717	7/4/17	83,740.06
HERNANDEZ, R	RETIREE HEALTH BENEFITS/ JUL 2017	329718	7/4/17	400.00
HODGES, B	RETIREE HEALTH BENEFITS/ JUL 2017	329719	7/4/17	200.00
HONDO, E	RETIREE HEALTH BENEFITS/ JUL 2017	329720	7/4/17	110.00
HONEYWELL INTERNATIONAL INC	HEATING & AIR MAINTENANCE / PW	329721	7/4/17	89,864.63
IBARRA, J	RETIREE HEALTH BENEFITS/ JUL 2017	329722	7/4/17	780.00
JAMES, R	RETIREE HEALTH BENEFITS/ JUL 2017	329723	7/4/17	140.00
JEFF TAYLOR	REFUND OF T&A 90168 / ENG	329724	7/4/17	1,103.51
JUNIEL, R	RETIREE HEALTH BENEFITS/ JUL 2017	329725	7/4/17	50.00
KAISER FOUNDATION HEALTH PLANS	KAISER INS ACTIVE / JULY 2017	329726	7/4/17	186,314.57
KAISER FOUNDATION HEALTH PLANS	RETIREE INS / JULY 2017	329727	7/4/17	19,431.02
KAISER FOUNDATION HEALTH PLANS	RETIREE INS / JULY 2017	329728	7/4/17	7,296.40
KAISER FOUNDATION HEALTH PLANS	HD H S A INS / JULY 2017	329729	7/4/17	3,753.72
KAISER FOUNDATION HEALTH PLANS	RETIREE INS COBRA / MAY 2017	329730	7/4/17	1,574.88
KIMBLE, R	RETIREE HEALTH BENEFITS/ JUL 2017	329731	7/4/17	300.00
LANDA, A	RETIREE HEALTH BENEFITS/ JUL 2017	329732	7/4/17	155.00
LASER SAVER INC	MOP #45725/PRINTER SUPPLIES/MIS	329733	7/4/17	632.60
LIMFUECO, M	RETIREE HEALTH BENEFITS/ JUL 2017	329734	7/4/17	160.00
MATIENZO, M	RETIREE HEALTH BENEFITS/ JUL 2017	329735	7/4/17	100.00
MC CABE, T	RETIREE HEALTH BENEFITS/ JUL 2017	329736	7/4/17	280.00
MEDINA, R	RETIREE HEALTH BENEFITS/ JUL 2017	329737	7/4/17	105.00
METRO AUTO PARTS DISTRIBUTOR	MOP#75943 AUTO PARTS / FLEET PW	329738	7/4/17	952.06
MINER, D	RETIREE HEALTH BENEFITS/ JUL 2017	329739	7/4/17	580.00
MOSSY NISSAN	MOP#80703 AUTO PARTS / FLEET PW	329740	7/4/17	128.28
MYERS, B	RETIREE HEALTH BENEFITS/ JUL 2017	329741	7/4/17	140.00
NAPA AUTO PARTS	MOP#45735 AUTO PARTS / PARKS PW	329742	7/4/17	64.54
NATIONAL CITY TROPHY	MOP#766556 NAME PLAQUE / PW	329743	7/4/17	136.21
NEGRETE, J	PAYCHECK DIRECT DEPOSIT - RETURNED	329744	7/4/17	158.88
NOSRAT, MOUJAN	REFUND OF T&A 90052 / ENG	329745	7/4/17	393.92
NOTEWARE, D	RETIREE HEALTH BENEFITS/ JUL 2017	329746	7/4/17	120.00
O'REILLY AUTO PARTS	MOP#75877 AUTO PARTS / FLEET PW	329747	7/4/17	267.90
OUTDOORPLAY INC	SAFETY ROPES FOR NC AQUATIC CENTER	329748	7/4/17	362.55
PADRE JANITORIAL SUPPLIES	JANITORIAL SUPPLIES / NUTRITION	329749	7/4/17	77.53
PAUU JR, P	RETIREE HEALTH BENEFITS/ JUL 2017	329750	7/4/17	340.00
PEASE JR, D	RETIREE HEALTH BENEFITS/ JUL 2017	329751	7/4/17	140.00
PENSKE FORD	MOP#49078 AUTO PARTS / FLEET PW	329752	7/4/17	341.68
PEREZ, C	EDUCATION REIMBURSEMENT	329753	7/4/17	439.00
PERRY FORD	R & M CITY VEHICLES FOR FY 2017	329754	7/4/17	833.30
PETERS, S	RETIREE HEALTH BENEFITS / JUL 2017	329755	7/4/17	290.00
PLUMBERS DEPOT INC	FIBER GLASS 24' F	329756	7/4/17	383.34
POST, R	RETIREE HEALTH B	329757	7/4/17	280.00



**WARRANT REGISTER #1**  
**7/4/2017**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
POWERSTRIDE BATTERY CO INC	MOP#67839 AUTO PARTS / FLEET PW	329758	7/4/17	252.68
PRO BUILD	MOP#45707 GENERAL SUPPLIES / PW	329759	7/4/17	1,492.53
PRUDENTIAL OVERALL SUPPLY	MOP# 45742 LAUNDRY SERVICES / PW	329760	7/4/17	842.97
RAPHAEL'S PARTY RENTALS	PODIUM & DRAPING FOR MISS NATIONAL CITY / CSD	329761	7/4/17	658.90
RAY, S	RETIREE HEALTH BENEFITS/ JUL 2017	329762	7/4/17	190.00
RELIANCE STANDARD	VOLUNTARY LIFE INS / JULY 2017	329763	7/4/17	3,152.24
ROARK, L	RETIREE HEALTH BENEFITS/ JUL 2017	329764	7/4/17	135.00
RUIZ, J	RETIREE HEALTH BENEFITS/ JUL 2017	329765	7/4/17	310.00
SAFRAN MORPHOTRUST	INVESTIGATIVE SERVICES - MAY	329766	7/4/17	22.00
SAN DIEGO FRICTION PRODUCTS	MOP#80333 AUTO SUPPLIES / FLEET PW	329767	7/4/17	105.48
SAN DIEGO GAS & ELECTRIC	GAS & ELECTRIC UTILITIES / NUTRITION	329768	7/4/17	2,675.85
SDG&E	WASTEWATER - GAS & ELECTRIC UTILITIES	329769	7/4/17	42,679.31
SEAPORT MEAT COMPANY	MEAT / NUTRITION	329770	7/4/17	838.86
SERVATIUS, J	RETIREE HEALTH BENEFITS/ JUL 2017	329771	7/4/17	340.00
THE SHERWIN WILLIAMS CO	MOP# 77816. PAINT SUPPLIES / NSD	329772	7/4/17	206.63
SHORT, C	RETIREE HEALTH BENEFITS/ JUL 2017	329773	7/4/17	300.00
SMART & FINAL	MOP 45704. REFRESHMENT SUPPLIES / CSD	329774	7/4/17	69.98
SMITH, J	RETIREE HEALTH BENEFITS/ JUL 2017	329775	7/4/17	320.00
SOUTH COAST EMERGENCY	DOOR, GORTITE, FOR EMERGENCY VEHICLE / PW	329776	7/4/17	2,403.12
SOUTHERN CALIF TRUCK STOP	MOP# 45758 AUTO PARTS / FLEET PW	329777	7/4/17	53.14
SOUTHWEST SIGNAL SERVICE	MONTHLY MAINTENANCE LIGHTING / MAY 2017	329778	7/4/17	14,093.82
SPEEDPRO IMAGING	VINYL AND LAMINATE FOR STAGE TRAILER / PW	329779	7/4/17	5,355.09
STAPLES BUSINESS ADVANTAGE	MOP 45704. OFFICE SUPPLIES / CSD	329780	7/4/17	655.01
STAPLES BUSINESS ADVANTAGE	MOP 45704. OFFICE SUPPLIES / FINANCE	329781	7/4/17	102.27
STARTECH COMPUTERS	MOP #61744. COMPUTER SUPPLIES / MIS	329782	7/4/17	155.34
STEWART, W	RETIREE HEALTH BENEFITS/ JUL 2017	329783	7/4/17	200.00
STRASEN, W	RETIREE HEALTH BENEFITS/ JUL 2017	329784	7/4/17	135.00
SUPERIOR READY MIX	CONCRETE FOR STREET / PW	329785	7/4/17	409.45
SWANK MOTION PICTURES INC	MOVIES IN THE PARK SERIES / CSD	329786	7/4/17	565.00
SWEETWATER AUTHORITY	WASTEWATER DIVISION WATER UTILITIES	329787	7/4/17	42,095.38
SYSCO SAN DIEGO INC	FOOD / NUTRITION CENTER	329788	7/4/17	5,201.61
TARGET SPECIALTY PRODUCTS	FAN NOZZLE / PW	329789	7/4/17	67.07
THE HOME DEPOT CREDIT SERVICES	PADLOCKS TABLE AND CHAIRS / PW	329790	7/4/17	265.43
THE LIGHTHOUSE INC	MOP# 45726 AUTO PARTS / FLEET PW	329791	7/4/17	408.50
THE LINCOLN NATIONAL LIFE INS	LIFE & AD&D, STD, LTD INS / JULY 2017	329792	7/4/17	10,416.49
TIPTON, B	RETIREE HEALTH BENEFITS/ JUL 2017	329793	7/4/17	250.00
ULINE	WATERHOG MAT SLIP GUARD / PW	329794	7/4/17	489.97
UNITED ROTARY BRUSH CORP	MOP#62683 AUTO PARTS / FLEET PW	329795	7/4/17	265.43
VALLEY INDUSTRIAL SPECIALTIES	MOP# 46453 ELECTRICAL SUPPLIES / PW	329796	7/4/17	466.00
VERRY, L	RETIREE HEALTH BENEFITS/ JUL 2017	329797	7/4/17	280.00
VILLAGOMEZ, J	RETIREE HEALTH BENEFITS/ JUL 2017	329798	7/4/17	480.00
VULCAN MATERIALS COMPANY	3/4 IN CL 2 BASE - ASPHALT / PW	329799	7/4/17	481.17
WESTFLEX INDUSTRIAL	MOP#63850 AUTO PARTS / FLEET PW	329800	7/4/17	219.76
WHITE, J	RETIREE HEALTH BENEFITS/ JUL 2017	329801	7/4/17	230.00
WHOLESALE CARABINERS COM	PROMOTIONAL ITEM FOR THE AQUATICS / CSD	329802	7/4/17	555.50
WILLY'S ELECTRONIC SUPPLY	MOP# 45763 GENERAL SUPPLIES / PW	329803	7/4/17	1,028.27
Z A P MANUFACTURING INC	REMOVE AND REFACE STREET SIGNS	329804	7/4/17	1,391.16
YOUNG, G	SUBSISTENCE / FBI ACADEMY / PD	329805	7/4/17	1,162.50





**WARRANT REGISTER #1**  
**7/4/2017**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
<b>WIRED PAYMENTS</b>				
CITY NATIONAL BANK	ENERGY PROJECT LEASE PAYMENT #29	11256	7/3/17	43,101.20
PUBLIC EMP RETIREMENT SYSTEM	SERVICE PERIOD 6/06/17 - 6/19/17	6282017	6/28/17	416,924.02
<b>SECTION 8 HAPS</b>				
	<b>Start Date</b>	<b>End Date</b>		
	6/28/2017	7/4/2017		<b>867,675.42</b>
<b>PAYROLL</b>				
<b>Pay period</b>	<b>Start Date</b>	<b>End Date</b>	<b>Check Date</b>	
14	6/20/2017	7/3/2017	7/12/2017	<b>1,055,736.61</b>
<b>GRAND TOTAL</b>				<b><u>\$ 3,006,289.71</u></b>

## **Certification**

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.



MARK ROBERTS, FINANCE

LESLIE DEESE, CITY MANAGER

### **FINANCE COMMITTEE**

RONALD J. MORRISON, MAYOR-CHAIRMAN

ALBERT MENDIVIL, VICE-MAYOR

ALEJANDRA SOTELO-SOLIS, MEMBER

MONA RIOS, MEMBER

JERRY CANO, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 15<sup>th</sup> OF AUGUST, 2017.

AYES \_\_\_\_\_

NAYS \_\_\_\_\_

ABSENT \_\_\_\_\_

The following page(s) contain the backup material for Agenda Item: Warrant Register #2 for the period of 07/05/17 through 07/11/17 in the amount of \$1,358,983.47. (Finance)

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** August 15, 2017

**AGENDA ITEM NO.** |

**ITEM TITLE:**

Warrant Register #2 for the period of 07/05/17 through 07/11/17 in the amount of \$1,358,983.47.  
(Finance)

**PREPARED BY:** K. Apalategui

**DEPARTMENT:** Finance

**PHONE:** 619-336-4572

**APPROVED BY:** 

**EXPLANATION:**

Per Government Section Code 37208, attached are the warrants issued for the period of 07/05/17 through 07/11/17.

Consistent with Department of Finance, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
CSAC Excess Ins Authority	329818	220,828.00	General Liability Insurance
CSAC Excess Ins Authority	329819	176,116.00	Workers Compensation Program
CSAC Excess Ins Authority	329821	90,807.00	Property Insurance
S & J Builders & Restoration	329859	70,018.53	Repairs at Grainger Music Hall
Adminsure Inc	934419	82,660.14	W/C Acct Replenishment June 2017
Bank of America	971469	493,879.17	Payoff of Lease Agreement

**FINANCIAL STATEMENT:**

**APPROVED:**  **Finance**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **MIS**

Warrant total \$1,358,983.47.

**ENVIRONMENTAL REVIEW:**

This is not a project and, therefore, not subject to environmental review.

**ORDINANCE:** **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

**STAFF RECOMMENDATION:**

Ratiofy warrants totaling \$1,358,983.47.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

Warrant Register #2





**WARRANT REGISTER #2**  
**7/11/2017**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
LOPEZ, TERESA YOLANDA	TRANSLATION SERVICES / COUNCIL MEETINGS	329806	7/10/17	1,110.00
ACE UNIFORMS & ACCESSORIES INC	COLOR GUARD UNIFORMS / PD	329807	7/11/17	738.25
ADAMS, D	TRAINING REIM. RACIAL PRO / ADAMS / PD	329808	7/11/17	353.51
AEP CALIFORNIA LLC	ALTIMA BUILD-OUTS / POLICE DEPT	329809	7/11/17	5,239.59
ALTA LANGUAGE SERVICES INC	PROFESSIONAL SERVICES	329810	7/11/17	60.00
BRANCH, J	RETURNED DIRECT DEPOSIT / WRONG ACCOUNT	329811	7/11/17	399.42
CALIFA GROUP	CENIC BROADBAND JAN - MAR 2017	329812	7/11/17	4,626.66
CITY OF NATIONAL CITY	PETTY CASH REPLENISHMENT / MAY 2017	329813	7/11/17	979.96
COUNTY OF SAN DIEGO	SHARE OF PARKING CITATION REVENUE / MAY	329814	7/11/17	9,741.00
COUNTY OF SAN DIEGO	SHARE OF PARKING CITATION REVENUE / JUNE	329815	7/11/17	9,576.78
COUNTY OF SAN DIEGO	REGIONAL COMMUNICATIONS SYSTEMS	329816	7/11/17	8,406.78
COX COMMUNICATIONS	COX DATA SERVICES / JUNE 2017	329817	7/11/17	3,619.32
CSAC EXCESS INS AUTHORITY	GENERAL LIABILITY INSURANCE	329818	7/11/17	220,828.00
CSAC EXCESS INS AUTHORITY	WORKERS COMPENSATION PROGRAM	329819	7/11/17	176,116.00
CSAC EXCESS INS AUTHORITY	PROPERTY INSURANCE	329820	7/11/17	90,807.00
CSAC EXCESS INS AUTHORITY	EXCESS LIABILITY INSURANCE	329821	7/11/17	22,293.00
CSAC EXCESS INS AUTHORITY	MASTER CRIME INSURANCE	329822	7/11/17	5,429.00
CYNTHIA TITGEN CONSULTING INC	PROFESSIONAL SERVICES - JUNE	329823	7/11/17	2,835.00
DAY WIRELESS SYSTEMS	COMMS EQUIP SERVICE	329824	7/11/17	649.75
DELL MARKETING L P	OPTIPLEX 5040 / MIS	329825	7/11/17	28,355.20
DIETSCH'S HEARING AID CENTER	EARPLUGS FOR DISPATCH	329826	7/11/17	307.80
D-MAX ENGINEERING	T&A #90185 REFUND	329827	7/11/17	6,792.20
DUNBAR ARMORED INC	ARMORED SERVICES / FINANCE	329828	7/11/17	257.37
EPLUS TECHNOLOGY INC	VMWARE VSPHERE 6 LICENSE SUPPORT	329829	7/11/17	3,496.00
ERGOGENESIS LLC	ERGONOMIC CHAIRS / PD	329830	7/11/17	1,877.26
ERNIE'S VAN & STORAGE	MOVING EXPENSES / CITY ATTORNEY	329831	7/11/17	13,561.00
ESGIL CORPORATION	PLAN CHECKS / FIRE	329832	7/11/17	3,058.80
FERNANDO, V	TRAINING ADV SUB ROT/ FERNANDO	329833	7/11/17	384.00
FIRE ETC	FOLDING STEPS / FIRE	329834	7/11/17	338.43
GOVCONNECTION INC	ARMS AND SCREENS FOR DISPATCH	329835	7/11/17	6,908.69
GRANICUS INC	GRANICUS INVOICE 87754	329836	7/11/17	1,702.35
HERNANDEZ, P	TRAINING REIM FTO/ P. HERNANDEZ	329837	7/11/17	137.37
HP INC	COMPUTER TOUCH SCREEN	329838	7/11/17	2,581.91
ICMA	CONFERENCE REGISTRATION / STEVENSON	329839	7/11/17	665.00
IDVILLE	BADGE REELS	329840	7/11/17	543.89
KNOX SERVICES	COPYING SERVICES - 06-20-17 CITY COUNCIL	329841	7/11/17	667.19
LOPEZ, J	MILEAGE REIMBURSEMENT	329842	7/11/17	10.17
MACHADO, R	TRAINING ADV LODGE SUB/MACHADO/PD	329843	7/11/17	99.00
MASON'S SAW	MOP 45729. LANDSCAPING SUPPLIES / PARK	329844	7/11/17	522.71
MELLADO DESIGNS	MELLADO DESIGNS ORDER / COUNCIL/ 2017	329845	7/11/17	162.38
MES CALIFORNIA	FORESTRY BAGS / FIRE	329846	7/11/17	279.98
MHZ COMMUNICATIONS ENT	HEADSET REPAIR / FIRE	329847	7/11/17	265.50
MUNICIPAL CODE CORPORATION	GRANICUS SERVICE / JUNE 2017	329848	7/11/17	475.00
NATIONAL BUSINESS FURNITURE	POLYURETHANE LOVESEAT & CHAIR / CSD	329849	7/11/17	1,659.79
NATIONAL CITY CHAMBER	REPLACEMENT EDCO DISPOSAL CHECK	329850	7/11/17	2,500.00
NOWDOCS INTERNATIONAL INC	GREEN VOID BOTTOM CHECKS / FINANCE	329851	7/11/17	366.24
OFFICE SOLUTIONS BUSINESS	SOFA, CIRCLE BENCH / CSD	329852	7/11/17	2,975.40
OPTUM BANK	H S A BANKING FEES	329853	7/11/17	74.75
PEPPERBALL	PEPPERBALLS	329854	7/11/17	1,098.00
PRO BUILD	MOP 45707. SUP	329855	7/11/17	516.66



**WARRANT REGISTER #2**  
**7/11/2017**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
PROFORCE LAW ENFORCEMENT	TAC RAIL LIGHT / PD	329856	7/11/17	202.61
PROGRESSIVE SOLUTIONS INC	PROGRESSIVE MODULES: LICENSE TRACK / MIS	329857	7/11/17	25,235.80
RIVERSIDE COUNTY SHERIFF DEPT	TRAINING TUITION ROT / FERNANDO / PD	329858	7/11/17	160.00
S & J BUILDERS & RESTORATION	REPAIRS AT GRANGER MUSIC HALL	329859	7/11/17	70,018.53
SAN DIEGO MIRAMAR COLLEGE	TRAINING TUITION FOR BASIC SUPERV/CHELIUS	329860	7/11/17	69.00
SAN DIEGO MIRAMAR COLLEGE	TRAINING TUITION DUI/MARIOTA	329861	7/11/17	23.00
SAN DIEGO RESTAURANT SUPPLY	KITCHEN SUPPLIES / FIRE DEPT	329862	7/11/17	226.54
SMART & FINAL	MOP SMART & FINAL	329863	7/11/17	334.38
SMART SOURCE OF CALIFORNIA LLC	BUSINESS LICENSE APPLICATIONS / FINANCE	329864	7/11/17	889.26
SPARKLETTS	WATER SERVICE / MAY 2017	329865	7/11/17	5.20
STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES/ENGINEERING	329866	7/11/17	1,437.23
SUN, A	MILEAGE REIMBURSEMENT	329867	7/11/17	33.18
SYMBOLARTS, LLC	BADGE REBANNERING PINS REPAIRS / PD	329868	7/11/17	1,990.00
SYSCO SAN DIEGO INC	RANGE STATIONARY KETTLE / NUTRITION	329869	7/11/17	15,134.76
TELECOM LAW FIRM P C	PROFESSIONAL SVCS RIGHT-OF-WAY WIRELESS	329870	7/11/17	180.00
THE SHERWIN WILLIAMS CO	MOP# 77816. PAINT SUPPLIES / NSD	329871	7/11/17	45.98
THE STAR NEWS PUBLISHING COMP	PUBLIC NOTICE AD / FINANCE	329872	7/11/17	53.81
T'S & SIGNS	EFM TSHIRTS / PD	329873	7/11/17	650.33
TUFFY SECURITY PRODUCTS INC	WEAPON LOCK BOXES	329874	7/11/17	1,609.50
U S BANK	CREDIT CARD EXPENSES / HR	329875	7/11/17	854.68
U S BANK	CREDIT CARD EXPENSES / CMO	329876	7/11/17	1,139.54
U S HEALTHWORKS	MEDICAL SERVICES	329878	7/11/17	948.00
VCA EMERGENCY ANIMAL HOSPITAL	STRAY ANIMAL CARE / PD	329879	7/11/17	52.50
VERIZON WIRELESS	VERIZON CELLULAR SERVICE / JUNE	329880	7/11/17	13,874.29
AETNA RESOURCES FOR LIVING	EMPLOYEE ASSISTANCE PROGRAM JULY 2017	329881	7/11/17	826.98
			<b>A/P Total</b>	<b>782,444.16</b>
<b>WIRED PAYMENTS</b>				
ADMINSURE INC	W/C ACCT REPLENISHMENT JUN 2017	934419	7/11/17	82,660.14
BANK OF AMERICA	PAYOFF OF LEASE AGREEMENT	971469	7/5/17	493,879.17
<b>GRAND TOTAL</b>				<b><u>\$1,358,983.47</u></b>

## **Certification**

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.



MARK ROBERTS, FINANCE

LESLIE DEESE, CITY MANAGER

### **FINANCE COMMITTEE**

RONALD J. MORRISON, MAYOR-CHAIRMAN

ALBERT MENDIVIL, VICE-MAYOR

ALEJANDRA SOTELO-SOLIS, MEMBER

MONA RIOS, MEMBER

JERRY CANO, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 15<sup>th</sup> OF AUGUST, 2017.

AYES \_\_\_\_\_

NAYS \_\_\_\_\_

ABSENT \_\_\_\_\_

The following page(s) contain the backup material for Agenda Item: Alternative resolutions of the City Council of the City of National City taking action on a Conditional Use Permit for wholesale auto sales with accessory new car preparation, outdoor vehicle storage, electrical and trim installation, and employee parking



**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** August 15, 2017

**AGENDA ITEM NO.** \_\_\_\_\_

**ITEM TITLE:**

Alternative resolutions of the City Council of the City of National City taking action on a Conditional Use Permit for wholesale auto sales with accessory new car preparation, outdoor vehicle storage, electrical and trim installation, and employee parking at 2000 Roosevelt Avenue; City Council may approve either of the attached resolutions based on contained findings for denial or approval. (Applicant: Deborah Falk) (Case File No.: 2016-10 CUP) |

**PREPARED BY:** Martin Reeder, AICP 

**DEPARTMENT:** Planning 

**PHONE:** 619-336-4313

**APPROVED BY:** \_\_\_\_\_

**EXPLANATION:**

The City Council conducted a public hearing on this item at the March 21, 2017 City Council meeting. At the hearing, Council voted to disaffirm the decision of the Planning Commission, which was to deny the Conditional Use Permit (CUP), and direct staff to bring back a resolution to approve a modified CUP limiting the business to wholesale auto sales with accessory new car preparation (including detail), outdoor vehicle storage, electrical and trim installation (optional equipment for new vehicles), and employee parking.

At the May 2, 2017 City Council meeting, the City Council voted to deny the resolution approving the modified CUP. Four community members spoke in support of granting the CUP, and two spoke against. The Council asked staff to return with a resolution denying the CUP request. This item was continued from the June 20, 2017 City Council meeting.

Resolutions for both denial and approval have been attached in an effort to expedite proceedings. Adoption of one of the attached resolutions is needed to take action on the item.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **MIS**

**ENVIRONMENTAL REVIEW:**

Categorically Exempt pursuant to Class 3 Section 15303 (New Construction or Conversion of Small Structures)

**ORDINANCE:** **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

**STAFF RECOMMENDATION:**

Adopt the Approval Resolution.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Denial Resolution
2. Approval Resolution

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the Mayor to execute a one-year Service Agreement with Countywide Mechanical Systems, Inc., for a not-to-exceed amount of \$170,412 to provide Heating, Ventilating and Air Conditioning

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** August 15, 2017

**AGENDA ITEM NO.:**

**ITEM TITLE:**

Resolution of the City Council of the City of National City authorizing the Mayor to execute a one-year Service Agreement with Countywide Mechanical Systems, Inc., for a not-to-exceed amount of \$170,412 to provide Heating, Ventilating and Air Conditioning (HVAC) maintenance and repair services for City facilities as set forth in Exhibit "A" to the Service Agreement.

**PREPARED BY:** Ray Roberson, Management Analyst II

**DEPARTMENT:** Engineering and Public Works

**PHONE:** 619-336-4583

**APPROVED BY:** \_\_\_\_\_

**EXPLANATION:**

See attached.



**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_



**FINANCE**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_

**MIS**

626-416-223-288-0000 Facilities Maintenance Fund - \$170,412

*Funds are appropriated and available in the above account.*

**ENVIRONMENTAL REVIEW:**

This is not a project and, therefore, not subject to environmental review.

**ORDINANCE:**    INTRODUCTION ☐    FINAL ADOPTION ☐

**STAFF RECOMMENDATION:**

Adopt Resolution authorizing the Mayor to execute a one-year Service Agreement with Countywide Mechanical Systems, Inc., for a not-to-exceed amount of \$170,412 to provide HVAC maintenance and repair services for City facilities.

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

1. Explanation
2. Service Agreement with Exhibit "A"
3. Resolution

## **EXPLANATION**

On April 6, 2017, the Engineering and Public Works Department issued a Request for Qualifications (RFQ) for facilities maintenance support services involving Heating, Ventilating, and Air Conditioning (HVAC), Electrical, Plumbing, General Services, Pool Services, Painting, Pest Control, Alarm and Security Services, Access Control Systems, and Elevators. The RFQ was posted on the City's website and advertised in local newspapers. The deadline to submit Statements of Qualifications (SOQs) was May 8, 2017.

SOQs for HVAC maintenance and repair services were received from two qualified contractors, Honeywell and Countywide Mechanical Systems, Inc., by the submittal deadline. On May 25, 2017, Engineering and Public Works Department staff interviewed and scored both contractors. Based on the strength of their SOQ and interview performance, staff recommends executing a one-year Agreement (with the option for two, one-year extensions) with Countywide Mechanical Systems, Inc., for a not-to-exceed amount of \$170,412 to provide HVAC maintenance and repair services for City facilities per the scope of work identified in Exhibit "A" to the Agreement.



**AGREEMENT  
BY AND BETWEEN  
THE CITY OF NATIONAL CITY  
AND  
COUNTYWIDE MECHANICAL SYSTEMS, INC.**

THIS AGREEMENT is entered into on this 1st day of September, 2017, by and between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and COUNTYWIDE MECHANICAL SYSTEMS, INC., a corporation (the "CONTRACTOR").

**RECITALS**

WHEREAS, the CITY desires to employ a CONTRACTOR to provide heating, ventilation, and air conditioning ("HVAC") preventative maintenance services to city-owned facilities.

WHEREAS, the CITY has determined that the CONTRACTOR is a HVAC maintenance and repair company and is qualified by experience and ability to perform the services desired by the CITY, and the CONTRACTOR is willing to perform such services.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. **ENGAGEMENT OF CONTRACTOR.** The CITY agrees to engage the CONTRACTOR to provide HVAC preventative maintenance services to city-owned facilities, and the CONTRACTOR agrees to perform the services set forth here in accordance with all terms and conditions contained herein.

The CONTRACTOR represents that all services shall be performed directly by the CONTRACTOR or under direct supervision of the CONTRACTOR.

2. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective on September 1, 2017. The duration of this Agreement is for the period of September 1, 2017 through August 31, 2018. Completion dates or time durations for specific portions of the project are set forth in Exhibit "A". This Agreement may be extended by mutual agreement upon the same terms and conditions for an additional one (1) year term. The Parties may exercise up to two one-year extensions. Any extension of this Agreement must be approved in writing by the City Council.

3. **SCOPE OF SERVICES.** The CONTRACTOR will perform services as set forth in the attached Exhibit "A".

The CONTRACTOR shall be responsible for all research and reviews related to the work and shall not rely on personnel of the CITY for such services, except as authorized in advance by the CITY.

The CITY may unilaterally, or upon request from the CONTRACTOR, from time to time reduce or increase the Scope of Services to be performed by the CONTRACTOR under this Agreement. Upon doing so, the CITY and the CONTRACTOR agree to meet in good faith and confer for the purpose of negotiating a corresponding reduction or increase in the compensation associated with said change in services.

4. **PROJECT COORDINATION AND SUPERVISION.** Arturo Gonzalez, Facilities Supervisor, hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The CONTRACTOR shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONTRACTOR. Michael Hubbard thereby is designated as the Project Director for the CONTRACTOR.

5. **COMPENSATION AND PAYMENT.** The compensation for the CONTRACTOR shall be based on billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and also materials, if any. The total cost for all work described in Exhibit "A" shall not exceed \$170,412. The compensation for the CONTRACTOR'S work shall not exceed the rates set forth in Exhibit "A". Invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit "A", as determined by the CITY.

The CONTRACTOR shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred, and shall make such materials available at its office at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by the CITY, and for furnishing of copies to the CITY, if requested.

6. **ACCEPTABILITY OF WORK.** The CITY shall decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the acceptable completion of this Agreement, and the amount of compensation due. In the event the CONTRACTOR and the CITY cannot agree to the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONTRACTOR in this Agreement, the CITY or the CONTRACTOR shall give to the other written notice. Within ten (10) business days, the CONTRACTOR and the CITY shall each prepare a report which supports their position and file the same with the other party. The CITY shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONTRACTOR.

7. **DISPOSITION AND OWNERSHIP OF DOCUMENTS.** The Memoranda, Reports, Maps, Drawings, Plans, Specifications, and other documents prepared by the CONTRACTOR for this project, whether paper or electronic, shall become the property of the CITY for use with respect to this project, and shall be turned over to the CITY upon completion of the project, or any phase thereof, as contemplated by this Agreement.

Contemporaneously with the transfer of documents, the CONTRACTOR hereby assigns to the CITY, and CONTRACTOR thereby expressly waives and disclaims any copyright in, and the right to reproduce, all written material, drawings, plans, specifications, or other work prepared under this Agreement, except upon the CITY'S prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONTRACTOR



shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

The CONTRACTOR agrees that the CITY may use, reuse, alter, reproduce, modify, assign, transfer, or in any other way, medium, or method utilize the CONTRACTOR'S written work product for the CITY'S purposes, and the CONTRACTOR expressly waives and disclaims any residual rights granted to it by Civil Code Sections 980 through 989 relating to intellectual property and artistic works.

Any modification or reuse by the CITY of documents, drawings, or specifications prepared by the CONTRACTOR shall relieve the CONTRACTOR from liability under Section 14, but only with respect to the effect of the modification or reuse by the CITY, or for any liability to the CITY should the documents be used by the CITY for some project other than what was expressly agreed upon within the Scope of Services of this project, unless otherwise mutually agreed.

8. **INDEPENDENT CONTRACTOR.** Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers with one another. Neither the CONTRACTOR nor the CONTRACTOR'S employees are employees of the CITY, and are not entitled to any of the rights, benefits, or privileges of the CITY'S employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

This Agreement contemplates the personal services of the CONTRACTOR and the CONTRACTOR'S employees, and it is recognized by the parties that a substantial inducement to the CITY for entering into this Agreement was, and is, the professional reputation and competence of the CONTRACTOR and its employees. Neither this Agreement nor any interest herein may be assigned by the CONTRACTOR without the prior written consent of the CITY. Nothing herein contained is intended to prevent the CONTRACTOR from employing or hiring as many employees, or SUBCONTRACTORS, as the CONTRACTOR may deem necessary for the proper and efficient performance of this Agreement. All agreements by CONTRACTOR with its SUBCONTRACTOR(S) shall require the SUBCONTRACTOR(S) to adhere to the applicable terms of this Agreement.

9. **CONTROL.** Neither the CITY nor its officers, agents, or employees shall have any control over the conduct of the CONTRACTOR or any of the CONTRACTOR'S employees, except as herein set forth, and the CONTRACTOR or the CONTRACTOR'S agents, servants, or employees are not in any manner agents, servants, or employees of the CITY, it being understood that the CONTRACTOR its agents, servants, and employees are as to the CITY wholly independent CONTRACTOR, and that the CONTRACTOR'S obligations to the CITY are solely such as are prescribed by this Agreement.

10. **COMPLIANCE WITH APPLICABLE LAW.** The CONTRACTOR, in the performance of the services to be provided herein, shall comply with all applicable state and federal statutes and regulations, and all applicable ordinances, rules, and regulations of the City of National City, whether now in force or subsequently enacted. The CONTRACTOR and each of its SUBCONTRACTOR(S), shall obtain and maintain a current City of National City business license prior to and during performance of any work pursuant to this Agreement.

11. **LICENSES, PERMITS, ETC.** The CONTRACTOR represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. The CONTRACTOR represents and covenants that the CONTRACTOR shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the CONTRACTOR to practice its profession.

12. **STANDARD OF CARE.**

A. The CONTRACTOR, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CONTRACTOR'S trade or profession currently practicing under similar conditions and in similar locations. The CONTRACTOR shall take all special precautions necessary to protect the CONTRACTOR'S employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.

B. Unless disclosed in writing prior to the date of this Agreement, the CONTRACTOR warrants to the CITY that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the CONTRACTOR'S professional performance or the furnishing of materials or services relating thereto.

C. The CONTRACTOR is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONTRACTOR has been retained to perform, within the time requirements of the CITY, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONTRACTOR has notified the CITY otherwise, the CONTRACTOR warrants that all products, materials, processes or treatments identified in the project documents prepared for the CITY are reasonably commercially available. Any failure by the CONTRACTOR to use due diligence under this sub-section will render the CONTRACTOR liable to the CITY for any increased costs that result from the CITY'S later inability to obtain the specified items or any reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.

13. **NON-DISCRIMINATION PROVISIONS.** The CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CONTRACTOR will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

14. **CONFIDENTIAL INFORMATION.** The CITY may from time to time communicate to the CONTRACTOR certain confidential information to enable the CONTRACTOR to effectively perform the services to be provided herein. The CONTRACTOR shall treat all such information as confidential and shall not disclose any part thereof without the



prior written consent of the CITY. The CONTRACTOR shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 14, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONTRACTOR, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONTRACTOR without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the CONTRACTOR by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

The CONTRACTOR shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the CITY. In its performance hereunder, the CONTRACTOR shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

CONTRACTOR shall be liable to CITY for any damages caused by breach of this condition, pursuant to the provisions of Section 15.

15. **INDEMNIFICATION AND HOLD HARMLESS.** The CONTRACTOR agrees to defend, indemnify and hold harmless the City of National City, its officers, officials, agents, employees, and volunteers against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the CONTRACTOR'S performance or other obligations under this Agreement; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the CITY, its agents, officers, employees or volunteers. CITY will cooperate reasonably in the defense of any action, and CONTRACTOR shall employ competent counsel, reasonably acceptable to the City Attorney.

The indemnity, defense, and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term of this Agreement.

16. **WORKERS' COMPENSATION.** The CONTRACTOR shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments thereto; and all similar State or federal acts or laws applicable; and shall indemnify, and hold harmless the CITY and its officers, employees, and volunteers from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the CITY or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the CONTRACTOR under this Agreement.

17. **INSURANCE.** The CONTRACTOR, at its sole cost and expense, shall purchase and maintain, and shall require its SUBCONTRACTOR(S), when applicable, to purchase and maintain throughout the term of this Agreement, the following insurance policies:

A. ☐ If checked, **Professional Liability Insurance** (errors and omissions) with minimum limits of \$1,000,000 per occurrence.

B. **Automobile Insurance** covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include owned, non-owned, and hired vehicles ("any auto"). The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided.

C. **Commercial General Liability Insurance**, with minimum limits of either \$2,000,000 per occurrence and \$4,000,000 aggregate, or \$1,000,000 per occurrence and \$2,000,000 aggregate with a \$2,000,000 umbrella policy, covering all bodily injury and property damage arising out of its operations, work, or performance under this Agreement. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this "project" or "location". The "project" or "location" should be noted with specificity on an endorsement that shall be incorporated into the policy.

D. **Workers' Compensation Insurance** in an amount sufficient to meet statutory requirements covering all of CONTRACTOR'S employees and employers' liability insurance with limits of at least \$1,000,000 per accident. In addition, the policy shall be endorsed with a waiver of subrogation in favor of the CITY. Said endorsement shall be provided prior to commencement of work under this Agreement.

If CONTRACTOR has no employees subject to the California Workers' Compensation and Labor laws, CONTRACTOR shall execute a Declaration to that effect. Said Declaration shall be provided to CONTRACTOR by CITY.

E. The aforesaid policies shall constitute primary insurance as to the CITY, its officers, officials, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY's Risk Manager, at the address listed in subsection G below, of cancellation or material change.

F. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the CONTRACTOR shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement. In addition, the "retro" date must be on or before the date of this Agreement.

G. The Certificate Holder for all policies of insurance required by this Section shall be as follows:

City of National City  
c/o Risk Manager  
1243 National City Boulevard  
National City, CA 91950-4397

H. Insurance shall be written with only insurers authorized to conduct business in California that hold a current policy holder's alphabetic and financial size category rating of not less than A:VII according to the current Best's Key Rating Guide, or a company of equal financial stability that is approved by the CITY'S Risk Manager. In the event coverage is provided by non-admitted "surplus lines" carriers, they must be included on the most recent



California List of Eligible Surplus Lines Insurers (LESLI list) and otherwise meet rating requirements.

I. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY'S Risk Manager. If the CONTRACTOR does not keep all of such insurance policies in full force and effect at all times during the terms of this Agreement, the CITY may elect to treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

J. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY.

K. If the CONTRACTOR maintains broader coverage or higher limits (or both) than the minimum limits shown above, the CITY requires and shall be entitled to the broader coverage or higher limits (or both) maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

18. **LEGAL FEES.** If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorneys' fees.

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party if other than the CITY shall, in addition, be limited to the amount of attorney's fees incurred by the CITY in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

19. **TERMINATION.**

A. This Agreement may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon 60-day's written notice to the CONTRACTOR. During said 60-day period the CONTRACTOR shall perform all services in accordance with this Agreement.

B. This Agreement may also be terminated immediately by the CITY for cause in the event of a material breach of this Agreement, misrepresentation by the CONTRACTOR in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CITY.

C. Termination with or without cause shall be effected by delivery of written Notice of Termination to the CONTRACTOR as provided for herein.

D. In the event of termination, all finished or unfinished Memoranda Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONTRACTOR, whether paper or electronic, shall immediately become the property of and be delivered to the CITY, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, and less any



damages caused the CITY by the CONTRACTOR'S breach, if any. Thereafter, ownership of said written material shall vest in the CITY all rights set forth in Section 7.

E. The CITY further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting the CONTRACTOR; (2) a reorganization of the CONTRACTOR for the benefit of creditors; or (3) a business reorganization, change in business name or change in business status of the CONTRACTOR.

20. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To CITY: Arturo Gonzalez  
Facilities Supervisor  
Engineering and Public Works  
City of National City  
1243 National City Boulevard  
National City, CA 91950-4397

To CONTRACTOR:  
Michael Hubbard  
Service Account Manager  
Countywide Mechanical Systems, Inc.  
1400 N. Johnson Avenue, Suite 114  
El Cajon, CA 92020

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication sent by cable, telex, telecopy, facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

21. **CONFLICT OF INTEREST AND POLITICAL REFORM ACT**  
**OBLIGATIONS.** During the term of this Agreement, the CONTRACTOR shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the City of National City. The CONTRACTOR also agrees not to specify any product, treatment,



process or material for the project in which the CONTRACTOR has a material financial interest, either direct or indirect, without first notifying the CITY of that fact. The CONTRACTOR shall at all times comply with the terms of the Political Reform Act and the National City Conflict of Interest Code. The CONTRACTOR shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONTRACTOR has a financial interest as defined in Government Code Section 87103. The CONTRACTOR represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the CITY.

☐ If checked, the CONTRACTOR shall comply with all of the reporting requirements of the Political Reform Act and the National City Conflict of Interest Code. Specifically, the CONTRACTOR shall file a Statement of Economic Interests with the City Clerk of the City of National City in a timely manner on forms which the CONTRACTOR shall obtain from the City Clerk.

The CONTRACTOR shall be strictly liable to the CITY for all damages, costs or expenses the CITY may suffer by virtue of any violation of this Section 21 by the CONTRACTOR.

22. **PREVAILING WAGES.** State prevailing wage rates may apply to work performed under this Agreement. State prevailing wages rates apply to all public works contracts as set forth in California Labor Code, including but not limited to, Sections 1720,1720.2, 1720.3, 1720.4, and 1771. Contractor is solely responsible to determine if State prevailing wage rates apply and, if applicable, pay such rates in accordance with all laws, ordinances, rules, and regulations.

23. **MISCELLANEOUS PROVISIONS.**

A. Computation of Time Periods. If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state, or legal holiday.

B. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.

C. Captions. Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

D. No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.

E. Exhibits and Schedules. The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes. To the extent any exhibits,schedules, or provisions thereof conflict or are inconsistent with the terms and conditions contained in this Agreement, the terms and conditions of this Agreement shall control.

F. Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

G. Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

H. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

I. Audit. If this Agreement exceeds ten-thousand dollars (\$10,000), the parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the Agreement, per Government Code Section 8546.7.

J. Entire Agreement. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

K. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

L. Subcontractors or Subcontractors. The CITY is engaging the services of the CONTRACTOR identified in this Agreement. The CONTRACTOR shall not subcontract any portion of the work, unless such subcontracting was part of the original proposal or is allowed by the CITY in writing. In the event any portion of the work under this Agreement is subcontracted, the subcontractor(s) shall be required to comply with and agree to, for the benefit of and in favor of the CITY, both the insurance provisions in Section 17 and the indemnification and hold harmless provision of Section 15 of this Agreement.

M. Construction. The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party and such party's counsel and advisors have reviewed this Agreement, (v) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

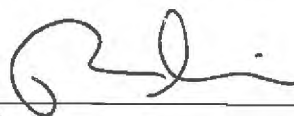
*[Signature Page to Follow]*

**CITY OF NATIONAL CITY**

**COUNTYWIDE MECHANICAL SYSTEMS, INC.**

(Signatures of two corporate officers required)

By: \_\_\_\_\_  
Ron Morrison, Mayor

By: \_\_\_\_\_  
(Name)

RANDALL A. SIGNORE  
(Print)

**APPROVED AS TO FORM:**

Angil P. Morris-Jones  
City Attorney

VP-SERVICE & SPECIAL PROJECTS OPERATIONS  
(Title)

By: \_\_\_\_\_  
(Name)

By: \_\_\_\_\_  
Roberto M. Contreras  
Deputy City Attorney

PAUL B. DUKE  
(Print)

PRESIDENT  
(Title)

# Exhibit A



***Countywide***  
***Mechanical***  
***Systems, Inc.***





## HVAC Preventative Maintenance

PREPARED FOR: Stephen Manganiello

LOCATION NAME: City of National City

PRESENTED: June 13, 2017

PREPARED BY: Countywide Mechanical Systems

**HVACR • PLUMBING • DESIGN-BUILD • SOLAR • SERVICE**

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261 of 311





## TABLE OF CONTENTS

<b>TABLE OF CONTENTS .....</b>	<b>2</b>
<b>PREVENTATIVE MAINTENANCE SERVICE.....</b>	<b>4</b>
<b>SERVICE AGREEMENT: General Terms &amp; Conditions.....</b>	<b>5</b>
<b>EQUIPMENT QUANTITIES AND PM FREQUENCIES.....</b>	<b>7</b>
Civic Center-Full Service Level II.....	7
<b>EQUIPMENT QUANTITIES AND PM FREQUENCIES.....</b>	<b>8</b>
Police Station-Full Service Level II.....	8
<b>EQUIPMENT QUANTITIES AND PM FREQUENCIES.....</b>	<b>9</b>
Public Library-Standard PM.....	9
<b>EQUIPMENT QUANTITIES AND PM FREQUENCIES.....</b>	<b>10</b>
MLK Jr. Community Center-Standard PM.....	10
<b>EQUIPMENT QUANTITIES AND PM FREQUENCIES.....</b>	<b>11</b>
Arts Center-Standard PM.....	11
<b>EQUIPMENT QUANTITIES AND PM FREQUENCIES.....</b>	<b>12</b>
Kimball Park Recreation Center- Standard PM.....	12
<b>EQUIPMENT QUANTITIES AND PM FREQUENCIES.....</b>	<b>13</b>
Kimball Park Senior Center Standard PM.....	13
<b>EQUIPMENT QUANTITIES AND PM FREQUENCIES.....</b>	<b>14</b>
Fire Station 34 Standard PM.....	14
<b>EQUIPMENT QUANTITIES AND PM FREQUENCIES.....</b>	<b>14</b>
Fire Station 33 Standard PM.....	14
<b>EQUIPMENT QUANTITIES AND PM FREQUENCIES.....</b>	<b>15</b>
Fire Station 31 Standard PM.....	15
<b>EQUIPMENT QUANTITIES AND PM FREQUENCIES.....</b>	<b>16</b>
El Toyon Park Recreation Center Standard PM.....	16
<b>EQUIPMENT QUANTITIES AND PM FREQUENCIES.....</b>	<b>17</b>
Municipal Pool Standard PM.....	17

---

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EQUIPMENT QUANTITIES AND PM FREQUENCIES.....	18
Camacho Recreation Center Standard PM.....	18
EQUIPMENT QUANTITIES AND PM FREQUENCIES.....	19
Casa De Salud Center Standard PM .....	19
EQUIPMENT QUANTITIES AND PM FREQUENCIES.....	20
Public Works Office / Breakroom Standard PM .....	20
EQUIPMENT QUANTITIES AND PM FREQUENCIES.....	20
Public Works Maintenance Shop Standard PM .....	20
EQUIPMENT QUANTITIES AND PM FREQUENCIES.....	21
Public Works Storage Building Standard PM .....	21
PREVENTATIVE MAINTENANCE SERVICES .....	22
AIR HANDLERS .....	22
EXHAUST FANS .....	23
CRITICAL THERMAL MANAGEMENT EQUIPMENT (DATA-AIRE).....	24
MECHANICAL CHILLERS .....	26
BUILT UP SYSTEM .....	27
VARIABLE FREQUENCY DRIVES.....	29
CENTRIFUGAL PUMPS .....	29
SPLIT SYSTEM AIR HANDLERS.....	30
SPLIT SYSTEM CONDENSING UNIT .....	31
AIR COMPRESSORS & AIR DRIERS .....	31
DOMESTIC WATER HEATERS-GAS.....	32
DOMESTIC WATER HEATERS-ELECTRIC.....	33
COOLING TOWER BAC.....	33
BOILERS .....	34
WALK-IN REFRIGERATOR/FREEZER.....	36
ROOF TOP PACKAGE HEAT PUMP .....	37
ROOF TOP PACKAGE HEAT PUMP-Continued .....	38
ROOF TOP GAS PACKAGE .....	38
ROOF TOP PACKAGE VAV.....	40

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## PREVENTATIVE MAINTENANCE SERVICE

<b>BY:</b> Countywide Mechanical Systems, Inc. 1400 N. Johnson Ave., #114 El Cajon, CA 92020 <b>PH:</b> (619) 449-8900 <b>Fax:</b> (619) 449-9901	<b>FOR:</b> City of National City 1243 National City Blvd National City, CA 91950 <b>ATTN:</b> Mr. Stephen Manganiello
<b>LOCATION OF SERVICES TO BE PROVIDED:</b>	
<b>Building Identification:</b>	Civic Center, Police Station, Public Library, MLK Jr. Community Center, Arts Center, Kimball Park Recreation Center, Kimball Park Senior Center, Fire Station 34, Fire Station 33, Fire Station 31, El Toyon Park Recreation Center, Municipal Pool, Camacho Recreation Center, Aquatic Center, Casa De Salud Youth Center, Public Works Office/Breakroom, Public Works Vehicle Maintenance Shop & Public Works Storage Building
Full Maintenance coverage on Civic Center & Police Station only.	
<b>Total Annual Preventive Maintenance Cost:</b>	<b>\$170,412.00</b>
<b>Total 3 Year Contract Price:</b>	<b>\$511,236.00</b>

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## **SERVICE AGREEMENT: General Terms & Conditions**

### **A. Mutual Cooperation**

Countywide Mechanical Systems and Customer agree to work in a cooperative manner and understand that in order to provide quality service; both parties must work together in meeting the requirements as set forth in the Agreement. Countywide Mechanical Systems guarantees all labor and material to be as specified in the Agreement. All work performed under the Agreement will be accomplished during normal working hours (8:00 AM – 4:30 PM, Monday through Friday, except holidays) and shall be arranged with Customer's management prior to dispatching.

### **B. Asbestos Exclusion**

Customer understands and agrees that the Agreement does not include the detection, abatement, encapsulation or removal of asbestos (or any hazardous waste product) or products or materials or equipment containing asbestos. In the event that Countywide Mechanical Systems encounters any asbestos product or material in the course of performing its work, Countywide Mechanical Systems shall promptly notify Customer of such discovery, have the right to discontinue its work and remove its employees from the work site, or that portion of the work site wherein such product or material was encountered, until such product or materials, and any hazards connected therewith are abated, encapsulated or removed, and/or it is determined that no hazard exists. Countywide Mechanical Systems may rely upon Customer's representations and warranties regarding asbestos and Customer's compliance with Asbestos Evaluation Requirements. Any other site investigation requirements notwithstanding, Countywide Mechanical Systems shall have no duty to identify, detect or evaluate asbestos.

### **C. Ozone Depleting Substances (ODS)**

Customer shall be notified with the proper documentation in the storage and handling of all ozone depleting substances, namely CFC's in refrigerant gases, which Countywide Mechanical Systems may encounter at the facility. Countywide Mechanical Systems shall comply with all governmental regulations and Customer shall receive written documentation in conformance to EPA specifications. ODS Service includes service labor required to detect the existence of a refrigerant leak. Such service to diagnose leaks shall automatically be provided upon the occasion of any equipment servicing when that service calls for the recording of refrigerant pressures or levels of refrigerant in the system. The actual labor for detecting the location of the leak, recovery and/or recycle of refrigerant, and repair of any equipment component containing the refrigerant is NOT provided by the ODS Service Schedule. Detection of leak location(s) may be accomplished using a combination of visual inspection, electronic detection, ultraviolet/dye detection and other approved detection procedures. Any repairs to correct ODS leaks will be quoted at the discounted service rate for service agreement customer.

## **SERVICE AGREEMENT: Special Provisions - 1 OF 1**

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### **"Full Maintenance" Coverage Summary (Civic Center & Police Station)**

Full Maintenance coverage is available for all primary equipment. This coverage will include parts and labor for all "Level Two" preventive maintenance services. Emergency repair parts and labor (during normal hours), travel time, and truck charges are also covered.

#### **For Full Maintenance Coverage, the following will apply:**

##### **Countywide Mechanical Systems agrees to:**

1. Furnish all labor, parts, refrigerant, oil, filters, belts and materials needed to maintain the listed equipment in good operating condition and to perform all services listed under the Preventive Maintenance coverage. Labor is covered under this agreement during normal working hours. An overtime differential will be charged for all labor worked outside of normal hours.
2. Maintain the following items related to the equipment:
  - a) Electric wiring from the starter to its respective motor and starters.
  - b) The pressure and temperature controls, thermometers, gauges, control devices, thermostats and manual valves located within the equipment.
  - c) Refrigerant leak repairs. Includes refrigerant tracking.
  - d) All coils within the unit.
  - e) All compressors.
  - f) All motors.
  - g) All electrical controls.
  - h) All actuators within the unit.

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265 of 311



- i) Annual coil washing and condensate drain cleaning.
- j) All moving parts such as bearings, shafts, pulleys, economizers and fan blades.
- k) All refrigeration components such as filter driers, expansion valves, check valves, capillary tubes and solenoid valves.

**Customer agrees to:**

1. Operate equipment according to Countywide Mechanical instruction, and to notify Countywide Mechanical promptly of any change in the usual operating conditions.
2. Employ only Countywide Mechanical personnel or persons authorized by Countywide Mechanical to perform all work on the equipment, except for operation of same.

**Exclusions:**

It is understood that, except to the extent otherwise provided in the service agreement outline, the services and maintenance provided for herein includes only those items listed above. It does not, for example, include any of the following:

1. Normal functions of stopping/starting the listed equipment.
2. The maintenance of space conditions or system performance unless improper conditions are directly due to the failure of the listed mechanical equipment.
3. Piping and valves located outside the units.
4. Duct work.
5. Damage due to freezing weather.
6. Air balancing.
7. Corrosion or erosion damage, due to salt air, age or outdoor conditions. (for example, but not limited to the following: tube bundles, heat exchangers, structural supports, unit casing and coils)
8. Circuit breakers.
9. Complete replacement of unit.
10. Any items of equipment recommended or required by Insurance Companies, Government, State, Municipal or other authorities.
11. Repair of component failure caused by electrical power imbalances, lightning, or other acts of God.
12. Pre-existing conditions. During the first 30 days, Countywide shall perform an inspection to identify existing equipment failures and provide customer with a repair proposal to allow Countywide Mechanical Systems to assume all equipment in good working order





EQUIPMENT QUANTITIES AND PM FREQUENCIES			
Civic Center-Full Service Level II			
Quantity	Type	Manufacturer	PM Frequency
4	Air Handler	Various	QTR & ANN
5	Exhaust Fans	Various	QTR & ANN
2	IT Room AC Units	Data Aire	QTR & ANN
1	Chiller	McQuay	QTR & ANN
1	Built up AC system	Carrier	QTR & ANN
3	VFD's	ABB	QTR & ANN
6	Centrifugal Pumps	Various	QTR & ANN
1	Split Systems	Carrier	QTR & ANN
1	Air Compressor / Dryer	Powerex / Hankinson	QTR & ANN
2	Domestic Water Heaters	Various	QTR & ANN
1	Cooling Tower	BAC	QTR & ANN
1	Boiler		QTR & ANN

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## EQUIPMENT QUANTITIES AND PM FREQUENCIES

### Police Station-Full Service Level II

Quantity	Type	Manufacturer	PM Frequency
	Air Handler	Various	QTR & ANN
6	Exhaust /MAU Fans	Various	QTR & ANN
2	IT Room AC Units	Data Aire	QTR & ANN
3	Package Hea	McQuay	QTR & ANN
1	Package VAV	TRANE	QTR & ANN
1	VFD	Danfoss	QTR & ANN
1	Centrifugal Pumps	Armstrong	QTR & ANN
1	Large Exhaust-Gun Range		QTR & ANN
1	Air Compressor / Dryer	Powerex / Hankinson	QTR & ANN
2	Domestic Water Heaters	Various	QTR & ANN
1	Walk-in Ref/Freezer		QTR & ANN
1	Boiler	Raypak	QTR & ANN

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EQUIPMENT QUANTITIES AND PM FREQUENCIES			
Public Library-Standard PM			
Quantity	Type	Manufacturer	PM Frequency
8	Air Handler	Huntair	QTR & ANN
6	Exhaust Fans	Various	QTR & ANN
1	Chiller	RSD	QTR & ANN
1	Built up AC system	Huntair	QTR & ANN
14	VFD	ABB	QTR & ANN
6	Centrifugal Pumps	Various	QTR & ANN
5	Split Systems	Carrier	QTR & ANN
1	Domestic Water Heaters	Various	QTR & ANN
2	Cooling Tower	BAC	QTR & ANN
1	Boiler	AJAX	QTR & ANN

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EQUIPMENT QUANTITIES AND PM FREQUENCIES			
MLK Jr. Community Center-Standard PM			
Quantity	Type	Manufacturer	PM Frequency
11	Rooftop Package Units	Various	QTR & ANN
2	Exhaust Fans	Various	QTR & ANN

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## EQUIPMENT QUANTITIES AND PM FREQUENCIES

### Arts Center-Standard PM

Quantity	Type	Manufacturer	PM Frequency
8	Rooftop Package Units	Various	QTR & ANN
2	Makeup Air	Various	QTR & ANN
1	Split System	Various	QTR & ANN

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**EQUIPMENT QUANTITIES AND PM FREQUENCIES**

**Kimball Park Recreation Center- Standard PM**

Quantity	Type	Manufacturer	PM Frequency
3	Split System	Various	QTR & ANN



EQUIPMENT QUANTITIES AND PM FREQUENCIES			
Kimball Park Senior Center Standard PM			
Quantity	Type	Manufacturer	PM Frequency
1	Exhaust Fan	Various	QTR & ANN
2	Split System	Various	QTR & ANN





### EQUIPMENT QUANTITIES AND PM FREQUENCIES

#### Fire Station 34 Standard PM

Quantity	Type	Manufacturer	PM Frequency
5	Package Heat Pump	TRANE	QTR & ANN
2	Exhaust Fans	Various	QTR & ANN
1	IT Room AC Units	Carrier	QTR & ANN
1	Water Heater	AO Smith	QTR & ANN
1	VFD's	ABB	QTR & ANN
1	Centrifugal Pumps	Peerless	QTR & ANN

### EQUIPMENT QUANTITIES AND PM FREQUENCIES

#### Fire Station 33 Standard PM

Quantity	Type	Manufacturer	PM Frequency
2	Rooftop Package Units	Various	QTR & ANN
2	Exhaust Fans	Various	QTR & ANN
1	Water Heater	Various	QTR & ANN

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## EQUIPMENT QUANTITIES AND PM FREQUENCIES

### Fire Station 31 Standard PM

Quantity	Type	Manufacturer	PM Frequency
2	Rooftop Package Units	Various	QTR & ANN
2	Exhaust Fans	Various	QTR & ANN
1	Water Heater	Various	QTR & ANN

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## EQUIPMENT QUANTITIES AND PM FREQUENCIES

### El Toyon Park Recreation Center Standard PM

Quantity	Type	Manufacturer	PM Frequency
1	Rooftop Package Units	Various	QTR & ANN
2	Exhaust Fans	Various	QTR & ANN
1	Heater	Reznor	QTR & ANN

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EQUIPMENT QUANTITIES AND PM FREQUENCIES			
Municipal Pool Standard PM			
Quantity	Type	Manufacturer	PM Frequency
1	Pool Heater	Raypak	QTR & ANN
1	Centrifugal Pump	Peerless	QTR & ANN
1	VFD	Honeywell	QTR & ANN

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EQUIPMENT QUANTITIES AND PM FREQUENCIES			
Camacho Recreation Center Standard PM			
Quantity	Type	Manufacturer	PM Frequency
2	Rooftop Package Units	Various	QTR & ANN
2	Exhaust Fans	Various	QTR & ANN

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**EQUIPMENT QUANTITIES AND PM FREQUENCIES**  
**Casa De Salud Center Standard PM**

Quantity	Type	Manufacturer	PM Frequency
3	Roof top package units	Various	QTR & ANN
2	Exhaust Fans	Various	QTR & ANN

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EQUIPMENT QUANTITIES AND PM FREQUENCIES			
Public Works Office / Breakroom Standard PM Standard PM			
Quantity	Type	Manufacturer	PM Frequency
2	Rooftop Package Units	Various	QTR & ANN

EQUIPMENT QUANTITIES AND PM FREQUENCIES			
Public Works Maintenance Shop Standard PM			
Quantity	Type	Manufacturer	PM Frequency
4	Radiant Heaters	Various	QTR & ANN
1	Exhaust Fan	Various	QTR & ANN





### EQUIPMENT QUANTITIES AND PM FREQUENCIES

#### Public Works Storage Building Standard PM

Quantity	Type	Manufacturer	PM Frequency
1	Rooftop Package Unit	Various	QTR & ANN

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## PREVENTATIVE MAINTENANCE SERVICES TO BE PROVIDED

### AIR HANDLERS

#### FILTERS

- Replace Filters (Merv 8) Quarterly

#### BLOWER SECTION

- Tighten all electrical connections.
- Inspect motors and lubricate as needed.
- Inspect all drive belts for wear and cracks, adjust as needed.
- Inspect drive sheaves for wear and grooving.
- Inspect all blower assemblies, check for wear, debris and lubricate bearings as needed.
- Measure, verify and document amperage and voltage.
- Clean blower section.
- Measure and document supply and return air temperatures.

#### AUTOMATIC AND MODULATING DAMPERS

- Clean Dampers.
- Tighten and lubricate all dampers and linkages.
- Check operation for proper movement.

#### CHILLED/HOT WATER AND STEAM PIPING

- Inspect piping for signs of leakage.
- Inspect insulation for signs of wear.
- Inspect water control valves for leakage.
- Inspect all associated gauges and thermometers for proper operation and wear.

#### CHILLED/HOT WATER AND STEAM PIPING

- Visually inspect coil for dirt, debris, signs of restriction and deterioration.
- Inspect coil, headers and u-bends for signs of leakage.

#### CONDENSATE DRAIN SYSTEM

- Clean and flush drain pan and associated piping.
- Add ammonia biocide treatment to optimize drainage flows and prevent biological contamination if required.
- Check operation of drain lines and associated condensate pumps.
- Verify operation of water detection alarms and modules if available.





## **AIR HANDLER (CONTINUED)**

### **CONTROLS**

- Tighten all electrical connections and clean cabinets.
- Check operation of control valves.
- Check operation of Variable Frequency Drives.

### **GENERAL**

- Tighten all access panels
- Fill out and submit all preventative maintenance check sheets electronically.

### **ANNUAL SERVICES TO BE PROVIDED**

- Replace drive belts

## **EXHAUST FANS**

### **AUTOMATIC AND MODULATING DAMPERS**

- Clean dampers if applicable.
- Tighten and lubricate all dampers and linkages if applicable.
- Check operation for proper movement.

### **BLOWER SECTION**

- Tighten all electrical connections.
- Inspect motors and lubricate as needed.
- Inspect all drive belts for wear and cracks, adjust as needed.
- Inspect drive sheaves for wear and grooving.
- Inspect all blower assemblies, check for wear, debris and lubricate bearings as needed.
- Measure, verify and document amperage and voltage.
- Clean blower section if needed.

### **ANNUAL SERVICES TO BE PROVIDED**

- Replace drive belts if applicable





## **CRITICAL THERMAL MANAGEMENT EQUIPMENT (DATA-AIRE)**

### **FILTERS**

- Replace Filters (Merv 8) quarterly.
- Check operation of filter clog switch.
- Check inlet grill for debris and clean.

### **BLOWER SECTION**

- Tighten all electrical connections.
- Inspect motors and lubricate as needed.
- Inspect all drive belts for wear and cracks, adjust and replace as needed.
- Inspect drive sheaves for wear and grooving.
- Inspect all blower assemblies, check for wear, debris and lubricate bearings as needed.
- Measure, verify and document amperage and voltage
- Check operation of fan safety switch
- Clean section

### **HUMIDIFICATION STEAM GENERATION (CANISTER)**

- Inspect canister for signs of leakage and or cracks.
- Inspect all water connections for signs of wear, cracks and leakage.
- Tighten all electrical connections.
- Verify operation of water makeup valve.
- Verify operation of water drain valve.
- Measure, verify and document amperage and voltage as needed.

### **REFRIGERATION SYSTEM**

- Check refrigeration lines for signs of leakage.
- Adjust copper refrigerant tubing to prevent rubbing.
- Inspect all insulation for wear.
- Check liquid line sight glass for moisture indication and contamination.
- Measure temperature difference of liquid line drier.
- Check thermostatic expansion valve.
- Check liquid line solenoid valves.
- Measure suction line pressure and temperature.
- Measure discharge line pressure and temperature.
- Measure superheat and sub cooling.

### **CONDENSATE DRAIN SYSTEM**

- Clean and flush drain pan and associated piping.
- Add ammonia biocide treatment to optimize drainage flows and prevent biological contamination if required.
- Check operation of drain lines and associated condensate pumps.
- Verify operation of water detection alarms and modules if available.



## **CRITICAL THERMAL MANAGEMENT EQUIPMENT (CONTINUED)**

### **COMPRESSORS**

- Visually inspect for signs of oil/refrigeration leakage.
- Verify oil level if applicable.
- Inspect for signs of unusual vibration and noise.
- Measure, verify and document amperage and voltage.
- Measure supply and return air temperatures.
- Measure suction line temperatures.
- Measure discharge temperatures.
- Measure super heat temperatures.
- Measure compressor temperatures at head assembly.

### **CONTROLS**

- Test operation of emergency switch over panels if applicable.
- Check all alarm setting.
- Check all control set points.

### **AIR COOLED CONDENSERS**

- Inspect coils for debris and dirt and clean as needed.
- Check refrigeration lines for signs of leakage.
- Inspect all insulation for wear.
- Verify operation of direct drive fan motors.
- Inspect for motors signs of unusual vibration and noise.
- Check operation of low ambient controls.
- Tighten all electrical connections.
- Measure, verify and document amperage and voltage

### **GENERAL**

- Clean exterior of the equipment.
- Tighten all access panels
- Fill out and submit all preventative maintenance check sheets electronically.
- Log conditions locally

### **ANNUAL SERVICES TO BE PROVIDED**

- Replace drive belts if applicable
- Clean condenser coil





## **MECHANICAL CHILLERS**

### **COMPRESSORS**

- Visually inspect for signs of oil/refrigeration leakage.
- Verify oil level and pull sample to have it inspected for condition.
- Inspect for signs of unusual vibration and noise. Perform Vibration analysis if requested
- Measure, verify and document amperage and voltage

### **REFRIGERATION SYSTEM**

- Check refrigeration lines for signs of leakage.
- Inspect all insulation for wear.
- Check liquid line sight glass for moisture indication and contamination.
- Measure suction and discharge pressures.
- Measure suction and discharge line temperature.
- Measure superheat and approach as needed.

### **WATER COOLED CONDENSERS IF APPLICABLE**

- Check interconnecting condenser water piping for signs of leakage.
- Inspect all insulation for wear.
- Check operation of low ambient controls if applicable.
- Inspect all associated gauges and thermometers for proper operation and wear.
- Measure the Temperature Differential across the condenser to determine condenser fouling.
- Exercise and lubricate valves as needed.

### **ANNUAL SERVICES TO BE PROVIDED**

- Condenser Tube Brushing including barrel head removal
- Pull and clean strainer.
- Change Oil per manufacture recommendations.

### **CONTROLS & ELECTRICAL**

- Check operation supply water controller.
- Verify operation of safety devices such as:
  - Water flow proofing.
  - Freeze protection.
  - Oil Safety.
  - Refrigeration safety.
- Check all control set points
- Inspect and tighten electrical connections.
- Check and inspect the Variable Speed Controller or Variable Frequency Drive if applicable.



## **MECHANICAL CHILLERS (CONTINUED)**

### **CHILLED WATER PIPING**

- Inspect chilled water piping for signs of leakage.
- Inspect insulation for signs of wear.
- Inspect all associated gauges and thermometers for proper operation and wear.
- Exercise and lubricate valves as needed.

### **GENERAL**

- Tighten all access panels.
- Inspect and tighten all electrical connections.
- Fill out and submit all preventative maintenance check sheets electronically.
- Clean exterior of equipment.
- Grease motor as needed.
- Inspect and tighten electrical connections.
- Measure, verify and document amperage and voltage.
- Clean exterior of equipment.
- Pull and clean Y-Strainer as needed.

## **BUILT UP SYSTEM**

### **FILTERS**

- Replace Filters (Merv 8) quarterly.

### **BLOWER SECTION**

- Tighten all electrical connections.
- Inspect motors and lubricate as needed.
- Inspect all drive belts for wear and cracks, adjust as needed.
- Inspect drive sheaves for wear and grooving.
- Inspect all blower assemblies, check for wear, debris and lubricate bearings as needed.
- Measure, verify and document amperage and voltage.
- Clean blower section.
- Measure and document supply and return air temperatures.

### **AUTOMATIC AND MODULATING DAMPERS**

- Clean Dampers.
- Tighten and lubricate all dampers and linkages.
- Check operation for proper movement.

### **COMPRESSORS**

- Visually inspect for signs of oil/refrigeration leakage.
- Verify oil level and pull sample to have it inspected for condition.
- Inspect for signs of unusual vibration and noise. Perform Vibration analysis if requested
- Measure, verify and document amperage and voltage





## **BUILT UP SYSTEM (CONTINUED)**

### **REFRIGERATION CIRCUITS**

- Check refrigeration lines for signs of leakage.
- Adjust copper refrigerant tubing to prevent rubbing.
- Inspect all insulation for wear.
- Measure temperature difference of liquid line drier.
- Check thermostatic expansion valve.
- Check reversing valve
- Measure supply and return air temperatures.
- Inspect for signs of unusual vibration and noise.
- Measure, verify and document amperage and voltage
- Measure suction line temperatures.
- Measure discharge temperatures.
- Measure super heat temperatures.

### **AIR COOLED CONDENSER**

- Inspect coils for debris and dirt and clean as needed.
- Check refrigeration lines for signs of leakage.
- Inspect all insulation for wear.
- Verify operation of direct drive fan motors.
- Inspect for motors signs of unusual vibration and noise.
- Check operation of low ambient controls.
- Tighten all electrical connections.
- Measure, verify and document amperage and voltage.

### **CONTROLS & ELECTRICAL**

- Check operation supply water controller.
- Verify operation of safety devices such as:
  - Water flow proofing.
  - Freeze protection.
  - Oil Safety.
  - Refrigeration safety.

### **CONDENSATE DRAIN SYSTEM**

- Clean and flush drain pan and associated piping.
- Add ammonia biocide treatment to optimize drainage flows and prevent biological contamination if required.
- Check operation of drain lines and associated condensate pumps.
- Verify operation of water detection alarms and modules if available.



## **BUILT UP SYSTEM (CONTINUED)**

### **CONTROLS**

- Tighten all electrical connections and clean cabinets.
- Check operation of control valves.
- Check operation of Variable Frequency Drives.

### **GENERAL**

- Tighten all access panels
- Fill out and submit all preventative maintenance check sheets electronically.

### **ANNUAL SERVICES TO BE PROVIDED**

- Replace drive belts

## **VARIABLE FREQUENCY DRIVES**

### **ELECTRICAL COMPONENTS**

- Tighten all electrical connections.
- Check and clean heat sink.
- Clean electrical panel.
- Clean cabinet filter if applicable.
- Clean cooling fan and blade.
- Inspect cooling motor for wear and bearing noise.
- Clean exterior

### **ANNUAL SERVICES TO BE PROVIDED**

- Perform and IR analysis of drive for hot spots before and after PM.

## **CENTRIFUGAL PUMPS**

### **CHILLED, CONDENSER LOOP, RECIRCULATION AND HOT WATER PUMPS**

- Visually inspect seal for signs of leakage.
- Visually inspect pump coupling
- Inspect insulation for signs of wear.
- Inspect piping for signs of leakage.
- Inspect all associated gauges and thermometers for proper operation and wear.
- Inspect for signs of unusual vibration and noise. Vibration analysis if requested
- Grease motor and bearing assembly as needed.
- Inspect and tighten electrical connections.
- Measure, verify and document amperage and voltage.
- Clean exterior of equipment.

### **ANNUAL SERVICES TO BE PROVIDED**

- Remove and clean strainers





## **SPLIT SYSTEM AIR HANDLERS**

### **FILTERS**

- Replace Filters (Merv 8) quarterly.

### **BLOWER SECTION**

- Tighten all electrical connections.
- Inspect motors and lubricate as needed.
- Inspect all drive belts for wear and cracks, adjust as needed.
- Inspect drive sheaves for wear and grooving.
- Inspect all blower assemblies, check for wear, debris and lubricate bearings as needed.
- Measure, verify and document amperage and voltage.
- Clean blower section if needed.
- Measure and document supply and return air temperatures.

### **CONDENSATE DRAIN SYSTEM**

- Clean and flush drain pan and associated piping.
- Add ammonia biocide treatment to optimize drainage flows and prevent biological contamination if needed.
- Check operation of drain lines and associated condensate pumps if applicable.
- Verify operation of water detection alarms and modules if available.

### **ELECTRICAL PANEL / CONTROLS**

- Tighten all electrical connections and clean cabinets.

### **GENERAL**

- Tighten all access panels

### **ANNUAL SERVICES TO BE PROVIDED**

- Replace drive belts if applicable
- Clean evaporator coils if needed



## **SPLIT SYSTEM CONDENSING UNIT**

### **ELECTRICAL PANEL / CONTROLS**

- Check & tighten all electrical connections and clean cabinet.
- Check all safety set points
- Check control set points

### **REFRIGERATION CIRCUITS**

- Check refrigeration lines for signs of leakage.
- Adjust copper refrigerant tubing to prevent rubbing.
- Inspect all insulation for wear.
- Measure temperature difference of liquid line drier.
- Check thermostatic expansion valve.
- Check reversing valve
- Measure supply and return air temperatures.
- Inspect for signs of unusual vibration and noise.
- Measure, verify and document amperage and voltage
- Measure suction line temperatures.
- Measure discharge temperatures.
- Measure super heat temperatures.

### **ANNUAL SERVICES TO BE PROVIDED**

- Clean Condenser coils

## **AIR COMPRESSORS & AIR DRIERS**

### **MOTOR SECTION**

- Tighten all electrical connections.
- Inspect motors and lubricate as needed.
- Inspect all drive belts for wear and cracks, adjust as needed.
- Inspect drive sheaves for wear and grooving.
- Inspect all blower assemblies, check for wear, debris and lubricate bearings as needed.
- Measure, verify and document amperage and voltage.
- Clean blower section.

### **AUTOMATIC BLOWDOWN, CANISTERS AND FILTERS**

- Exercise blowdown devise (Automatic or Manual)
- Check operation
- Clean condenser on Air Drier

### **ANNUAL SERVICES TO BE PROVIDED**

- Replace drive belts.
- Clean Condenser coil on air dryer





## **DOMESTIC WATER HEATERS-GAS**

### **GAS AND WATER PIPING**

- Visually inspect piping system and associated components.
- Check for signs of leakage.

### **BURNER SECTION**

- Check for proper flame operation.

### **SAFETY DEVICES AND CONTROLS**

- Check operation of controller.
- Check operation of gas valves.
- Check all control set points.
- Verify operation of associated safety devices including:
- Flame failure detection system.
- Inspect igniters and check operation.
- Inspect flame sensors and check operation.
- Inspect low water cut off.

### **FLUE AND VENT PIPING**

- Inspect for soot, corrosion and leaks.
- Inspect vent cap.

### **ELECTRICAL**

- Tighten all electrical connections.
- Inspect electrical components for signs of overheating.
- Visually inspect all electro-magnetic components such as relays and contactors.
- Measure voltages as needed.
- Measure amperage as needed.

### **GENERAL**

- Clean exterior of the equipment.
- Tighten all access panels



## **DOMESTIC WATER HEATERS-ELECTRIC**

### **WATER PIPING**

- Visually inspect piping system and associated components.
- Check for signs of leakage.

### **SAFETY DEVICES AND CONTROLS**

- Check operation of controller.
- Check all control set points.
- Verify operation of associated safety devices including:
- Flame failure detection system.
- Inspect low water cut off if applicable

### **ELECTRICAL**

- Tighten all electrical connections.
- Inspect electrical components for signs of overheating.
- Visually inspect all electro-magnetic components such as relays and contactors.
- Measure voltages as needed.
- Measure amperage as needed.

### **GENERAL**

- Clean exterior of the equipment.
- Tighten all access panels

## **COOLING TOWER BAC**

### **BLOWER ASSEMBLY**

- Lubricate all bearings.
- Check fan belts for wear, alignment and proper tension.
- Inspect all mounting bolts.
- Check sheave for wear and alignment
- Check housing for corrosion and wear.
- Check blower wheel for proper balance, dirt accumulation, corrosion and wear.
- Inspect bearings for excessive wear.
- Grease bearings

### **SPRAY/DRIFT ELIMINATORS**

- Inspect for corrosion.
- Inspect for accumulation of scale and algae growth.
- Make recommendations as required.



## **COOLING TOWERS (CONTINUED)**

### **COOLING TOWER SUMP, TUBE BUNDLE, BAFFLES & SPRAY NOZZLES**

- Inspect for corrosion.
- Inspect float valve for proper operation and adjust as needed.
- Inspect float valve for corrosion.
- Inspect spray nozzles for restrictions and leakage.
- Check drain for obstructions.
- Inspect overflow for obstructions.

### **CONTROLS**

- Tighten all electrical connections and clean cabinets.
- Check operation of control valves if applicable.
- Measure, verify and document amperage and voltage.

### **COOLING TOWER BASIN, AND EXTERIOR**

- Inspect basin for corrosion.
- Inspect exterior for corrosion.
- Inspect all wells, hubs and seams for signs of leakage and or corrosion.
- Annual written report of current equipment conditions with recommendations will be generated.

### **ANNUAL SERVICES TO BE PROVIDED**

- Replace drive belts.
- Power spray drift eliminators and inside of tower.
- Remove and clean sump strainer after power spraying.
- Clean sump annually.

## **BOILERS**

### **FILTERS**

- Replace with new if required.

### **GAS AND WATER PIPING:**

- Visually inspect piping system and associated components.
- Check for signs of leakage.





## **BOILERS (CONTINUED)**

### **ELECTRICAL & CONTROLS**

- Tighten all electrical connections.
- Inspect electrical components for signs of overheating.
- Visually inspect all electro-magnetic components such as relays and contactors.
- Measure voltages as needed.
- Measure amperage as needed.
- Check operation of thermostats
- Verify thermostat programming
- Check all control set points
- Measure, verify and document amperage and voltage.

### **SAFETY DEVICES AND CONTROLS**

- Check operation of temperature controller.
- Check operation of gas valves.
- Check all control set points.
- Verify operation of associated safety devices including:
  - Flame failure detection system.
  - High Limit
  - Low water
  - Air proofing switch.
  - Pressure relief valve

### **BURNER SECTION**

- Check for proper flame operation.
- Igniters (Spark & Hot Surface)
- Burners & orifices

### **FLUE AND VENT PIPING**

- Inspect for soot, corrosion and leaks.
- Inspect vent cap.

### **GENERAL**

- Clean exterior of the equipment.
- Tighten all access panels
- Check all gauges
- Check Delta T across Heat exchanger

### **START UP**

- Check operation of all associated system components.
- Startup boilers as per manufacturer recommendations.





## **BOILERS (CONTINUED)**

### **ANNUAL SERVICES TO BE PROVIDED BURNER SECTION**

- Disassemble, clean and inspect burner assemblies.
- Brush and inspect blower if applicable.
- Inspect and clean the Heat Exchanger
- Check main & manifold gas pressures.

## **WALK-IN REFRIGERATOR/FREEZER**

### **EXTERIOR-CLEANING**

- Clean exterior unit if needed

### **INTERIOR**

- Check and clean the inlet of the evaporator coil.
- Check and clean drain pan and drain line.

### **EXTERIOR**

- Check door spring and closers.
- Check door heaters
- Verify the integrity of the door gasket and sweep material.

### **REFRIGERATION SYSTEM**

- Check refrigeration lines for signs of leakage.
- Check and adjust copper refrigerant tubing to prevent rubbing as needed.
- Inspect all insulation for wear.
- Check liquid line sight glass for moisture indication and contamination if applicable.
- Measure temperature difference of liquid line drier if applicable.
- Check metering device such as thermostatic expansion valve as needed
- Measure suction line temperature as needed.
- Measure discharge line temperature as needed.
- Measure superheat and sub-cooling as needed.



## **WALK-IN REFRIGERATOR/FREEZER (CONTINUED)**

### **ELECTRICAL & CONTROLS**

- Tighten all electrical connections.
- Inspect electrical components for signs of overheating.
- Visually inspect all electro-magnetic components such as relays and contactors.
- Measure voltages as needed.
- Measure amperage as needed.
- Check operation of thermostats
- Verify thermostat programming
- Check all control set points
- Measure, verify and document amperage and voltage.

## **ROOF TOP PACKAGE HEAT PUMP**

### **FILTERS**

- Replace Filters (Merv 8) quarterly.

### **CONTROLS**

- Check & Tighten all electrical connections and clean cabinets.
- Check all safety set points
- Check control set points

### **BLOWER SECTION**

- Tighten all electrical connections.
- Inspect motors and lubricate as needed.
- Inspect all drive belts for wear and cracks, adjust and replace as needed.
- Inspect drive sheaves for wear and grooving.
- Inspect all blower assemblies, check for wear, debris and lubricate bearings as needed.
- Measure, verify and document amperage and voltage
- Clean blower section including bearings and bearing assembly.

### **REFRIGERATION CIRCUITS**

- Check refrigeration lines for signs of leakage.
- Adjust copper refrigerant tubing to prevent rubbing.
- Inspect all insulation for wear.
- Measure temperature difference of liquid line drier.
- Check thermostatic expansion valve.
- Check reversing valve
- Measure supply and return air temperatures.
- Inspect for signs of unusual vibration and noise.
- Measure, verify and document amperage and voltage
- Measure suction line temperatures.
- Measure discharge temperatures.
- Measure super heat temperatures.

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## **ROOFTOP PACKAGE HEAT PUMP (CONTINUED)**

### **CONDENSATE DRAIN SYSTEM**

- Clean and flush drain pan and associated piping.
- Check operation of drain line

## **ROOF TOP PACKAGE HEAT PUMP-Continued**

### **AIR COOLED CONDENSERS**

- Inspect coils for debris and dirt and clean as needed.
- Check refrigeration lines for signs of leakage.
- Inspect all insulation for wear.
- Verify operation of direct drive fan motors.
- Inspect for motors signs of unusual vibration and noise.
- Check operation of low ambient controls if applicable
- Measure, verify and document amperage and voltage

### **GENERAL**

- Clean exterior of the equipment.
- Tighten all access panels

### **ANNUAL SERVICES TO BE PROVIDED**

- Clean Evaporator & Condenser Coils
- Replace drive belt if applicable

## **ROOF TOP GAS PACKAGE**

### **FILTERS**

- Replace Filters (Merv 8) quarterly.

### **CONTROLS**

- Check & Tighten all electrical connections and clean cabinets.
- Check all safety set points
- Check control set points



## **ROOFTOP GAS PACKAGE (CONTINUED)**

### **BLOWER SECTION**

- Tighten all electrical connections.
- Inspect motors and lubricate as needed.
- Inspect all drive belts for wear and cracks, adjust and replace as needed.
- Inspect drive sheaves for wear and grooving.
- Inspect all blower assemblies, check for wear, debris and lubricate bearings as needed.
- Measure, verify and document amperage and voltage
- Clean blower section including bearings and bearing assembly.

### **REFRIGERATION CIRCUITS**

- Check refrigeration lines for signs of leakage.
- Adjust copper refrigerant tubing to prevent rubbing.
- Inspect all insulation for wear.
- Measure temperature difference of liquid line drier.
- Check thermostatic expansion valve.
- Measure supply and return air temperatures.
- Inspect for signs of unusual vibration and noise.
- Measure, verify and document amperage and voltage
- Measure suction line temperatures.
- Measure discharge temperatures.
- Measure super heat temperatures.

### **CONDENSATE DRAIN SYSTEM**

- Clean and flush drain pan and associated piping.
- Check operation of drain line

### **AIR COOLED CONDENSERS**

- Inspect coils for debris and dirt and clean as needed.
- Check refrigeration lines for signs of leakage.
- Inspect all insulation for wear.
- Verify operation of direct drive fan motors.
- Inspect for motors signs of unusual vibration and noise.
- Check operation of low ambient controls if applicable
- Measure, verify and document amperage and voltage





## **ROOFTOP GAS PACKAGE (CONTINUED)**

### **SAFETY DEVICES AND CONTROLS**

- Check operation of temperature controller.
- Check operation of gas valves.
- Check all control set points.
- Verify operation of associated safety devices including:
  - Flame failure detection system.
  - High Limit
  - Low water
  - Air proofing switch.
  - Pressure relief valve

### **BURNER SECTION**

- Check for proper flame operation.
- Igniters (Spark & Hot Surface)
- Burners & orifices

### **FLUE AND VENT PIPING**

- Inspect for soot, corrosion and leaks.
- Inspect vent cap.

### **GENERAL**

- Clean exterior of the equipment.
- Tighten all access panels

### **ANNUAL SERVICES TO BE PROVIDED**

- Clean Evaporator & Condenser Coils

## **ROOF TOP PACKAGE VAV**

### **FILTERS**

- Replace Filters (Merv 8) quarterly.

### **BLOWER SECTION**

- Tighten all electrical connections.
- Inspect motors and lubricate as needed.
- Inspect all drive belts for wear and cracks, adjust and replace as needed.
- Inspect drive sheaves for wear and grooving.
- Inspect all blower assemblies, check for wear, debris and lubricate bearings as needed.
- Measure, verify and document amperage and voltage
- Clean blower section including bearings and bearing assembly.

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## **ROOFTOP PACKAGE VAV (CONTINUED)**

### **REFRIGERATION CIRCUITS**

- Check refrigeration lines for signs of leakage.
- Adjust copper refrigerant tubing to prevent rubbing.
- Inspect all insulation for wear.
- Check liquid line sight glass for moisture indication and contamination.
- Measure temperature difference of liquid line drier.
- Check thermostatic expansion valve.
- Check liquid line solenoid valves.
- Measure supply and return air temperatures.
- Measure suction line temperatures.
- Measure discharge temperatures.
- Measure super heat temperatures.

### **CONDENSATE DRAIN SYSTEM**

- Clean and flush drain pan and associated piping.
- Check operation of drain lines

### **COMPRESSORS**

- Visually inspect for signs of oil/refrigeration leakage.
- Verify oil level if applicable.
- Inspect for signs of unusual vibration and noise.
- Measure, verify and document amperage and voltage.
- Measure suction line temperatures.
- Measure discharge temperatures.
- Measure super heat temperatures.
- Measure compressor temperatures at head assembly.

### **CONTROLS**

- Check & Tighten all electrical connections and clean cabinets.
- Check all safety set points
- Check control set points

### **AIR COOLED CONDENSERS**

- Inspect coils for debris and dirt and clean as needed.
- Check refrigeration lines for signs of leakage.
- Inspect all insulation for wear.
- Verify operation of direct drive fan motors.
- Inspect for motors signs of unusual vibration and noise.
- Check operation of low ambient controls if applicable
- Measure, verify and document amperage and voltage



## **ROOFTOP VAV PACKAGE (CONTINUED)**

### **GENERAL**

- Clean exterior of the equipment.
- Tighten all access panels
- Fill out and submit all preventative maintenance check sheets electronically.
- Log conditions locally

### **BI ANNUAL SERVICES TO BE PROVIDED**

- Replace drive belts

### **ANNUAL SERVICES TO BE PROVIDED**

- Clean Evaporator & Condenser Coils

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City reducing the property tax rate for the Library General Obligation Bonds for Fiscal Year 2018 from 0.88 cent per \$100 of assessed valuation to 0.79 cent. (Finance)



**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** August 15, 2017

**AGENDA ITEM NO.:**

**ITEM TITLE:**

Resolution of the City Council of the City of National City reducing the property tax rate for the Library General Obligation Bonds for fiscal year 2018 from 0.88 cent per \$100 of assessed valuation to 0.79 cent.

**PREPARED BY:** Javier Carcamo, Financial Services Officer

**DEPARTMENT:** Finance

**PHONE:** 619-336-4331

**APPROVED BY:** 

**EXPLANATION:**

In the special municipal election held on March 5, 2002, more than two-thirds of National City's eligible voters approved the issuance of general obligation bonds to fund the construction of the new National City Library. In April 2003, the City issued the general obligation bonds in the aggregate principal amount of \$6 million. Those bonds mature on August 1<sup>st</sup> of each of the years 2004 through 2028.

In 2012, the City refinanced the bonds to lower the interest rate on the bonds and to decrease the tax burden required for repayment. The amount of principal and interest to be paid each year is generated through the proceeds of property taxes received from the County of San Diego.

Each year, the City must establish the property tax rate that is needed to raise the revenue required to service its annual bonded indebtedness. For fiscal year 2018, the calculated property tax rate is 0.79 cent per \$100 of assessed value. This is a 10.2% reduction from the prior year rate of 0.88 cent and the 7<sup>th</sup> consecutive tax rate reduction since fiscal year 2011. The total tax rate reduction since fiscal year 2011 is approximately 44.23%.

**FINANCIAL STATEMENT:**

**APPROVED:** 

**FINANCE**

**ACCOUNT NO.**  
NA

**APPROVED:** \_\_\_\_\_

**MIS**

**ENVIRONMENTAL REVIEW:**

This is not a project and, therefore, not subject to environmental review.

**ORDINANCE:** INTRODUCTION ☐ FINAL ADOPTION ☐

**STAFF RECOMMENDATION:**

Adopt the resolution, reducing the property tax rate for the Library General Obligation Bonds for fiscal year 2018 from 0.88 cent per \$100 of assessed valuation to 0.79 cent.

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

1. General Obligation Bond Tax Rate Computation for fiscal year 2018
2. Resolution

**General Obligation Bond Debt Service (Fund 259)  
Tax Rate Computation for Fiscal Year 2018**

**National City**

**Fund No. 6065-50**

	Rate per \$100	Assessed Valuation	FY17/18 Est. Revenue	PY Rate Change:	10.2041%
Secured Valuation	0.0079200	3,643,561,451	288,570		
Unsecured Valuation	0.0088200	211,258,407	18,633		
			<hr/>		
			307,203		
HO Exemption		29,164,800			
1 Net Secured Valuation		3,643,561,451	11 Amount to be raised		<b>305,360</b>
3 Less Delinquency Allowance		-	12 Unsecured HOPTR		-
4 Net after Delinquency		3,643,561,451	14 Unsecured Delinquency		18,260
5 Plus HOPTR			15 Less Unsecured		
		29,164,800	Redevelopment Impact		-
6 Prelim Adj Secured Valuation			16 Amount to be raised by		
		3,672,726,251	Secured Taxes		287,099
7 Less Redevelopment Impact		-			
8 Adj Sec Valuation Less					
Redevelopment Impact		3,672,726,251			
9 Anticipated Roll Corrections					
			18a Tax rate times #4		284,927
10 Adj Sec Val for Rate					
Computation		3,672,726,251	18b Tax rate times HOPTR		2,281
			19 Secured Proof		287,207
16 Computed Rate (per \$100)		0.00782000	20 Raised by 1/100th mil		3,673
17 Plus .0001		<b>0.00792000</b>	21,23 Taxes Raised		309,140

I CERTIFY THAT THE ABOVE COMPUTED RATE + 1/100TH MIL IS A REASONABLE TAX RATE FOR THIS FUND



\_\_\_\_\_  
Javier Carcamo  
Financial Services Officer

8/1/2017

\_\_\_\_\_  
Date

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City adopting Council Policy 119: Selection of the Vice Mayor. (City Manager)

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** August 15, 2017

**AGENDA ITEM NO.** |

**ITEM TITLE:**

Resolution of the City Council of the City of National City adopting Council Policy 119: Selection of the Vice Mayor

**PREPARED BY:** Stacey Stevenson

**DEPARTMENT:** City Manager

**PHONE:** 336-4308

**APPROVED BY:** 

**EXPLANATION:**

Following properly agendized discussions at the regularly scheduled meetings of February 7 and April 4, 2017, the City Council of the City of National City directed staff to develop a policy for the annual selection of the vice mayor. The policy, as drafted, seeks to memorialized the Council's stated to desire of a policy that calls for the annual selection of a vice mayor, based upon seniority. Further consistent with Council direction, this policy will become effective as of the 2018 general municipal election.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **MIS**

N/A

**ENVIRONMENTAL REVIEW:**

This is not a project and, therefore, is not subject to environmental review.

**ORDINANCE:** INTRODUCTION: ☐ **FINAL ADOPTION:** ☐

**STAFF RECOMMENDATION:**

Adopt the resolution adopting Council Policy 119: selection of the vice mayor.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

Draft Council Policy 119  
Resolution



# CITY COUNCIL POLICY

## CITY OF NATIONAL CITY

<b>TITLE: Selection of the Vice Mayor</b>	<b>POLICY #119</b>
<b>ADOPTED:</b>	<b>AMENDED:</b>

### **Purpose**

Under section 36801 of the California Government Code, the city council shall choose one of its number as mayor pro tempore (here after referred to as vice mayor) at the meeting at which the declaration of the election of results for a general municipal election is made pursuant to sections 10262 and 10263 of the Elections Code. While section 36801 provides that a vice mayor must be selected at least every two years, coinciding with the election cycle, there is no prohibition on a more frequent selection.

The purpose of this policy is to establish the process by which the city council will select the vice mayor and the length of the term.

### **Definition**

Mayor pro tempore – for purposes of this policy and its enforcement, the terms mayor pro tempore and vice mayor shall be interchangeable with National City using the term vice mayor.

### **Policy**

1. Consistent with the provisions of Government Code sections 36801 and 36802, the vice mayor shall be selected by the city council from amongst its members. If the mayor is absent or unable to act, the vice mayor shall serve, with all of the powers and duties of the mayor, until the mayor returns or is able to act.
2. Effective as of the 2018 general municipal election, the vice mayor shall serve a term of one (1) year.
  - a. In those years wherein a general municipal election is held, the vice mayor shall be seated at the city council meeting at which the election results are certified.
  - b. In those years wherein there is no general municipal election, the vice mayor shall be seated at the first regularly scheduled council meeting in December.
3. The vice mayor shall serve on a rotating basis so that each councilmember serves one (1) year as vice mayor during his/her four (4) year term.

**ADOPTED:****AMENDED:**

4. The councilmember chosen to be vice mayor each year shall be the councilmember on the top of the rotation list, which will be established and maintained as follows:
  - a. The vice mayor will be the councilmember with the most seniority who has not been vice mayor in the last three (3) consecutive years.
  - b. In the event two (2) or more councilmembers have equal seniority and have not been vice mayor in the last three (3) consecutive years, the councilmember with the most votes in their last regular general election shall serve as vice mayor.
  - c. After a councilmember has served as vice mayor, he/she will go to the bottom of the rotation list and the others councilmembers will move up one (1) spot.
  - d. Newly elected councilmembers will be placed on the rotation list after the current councilmembers who have not served as vice mayor.
5. Should any councilmember not be available to take their regular place in the established rotation, the next councilmember in the rotation will serve as vice mayor for that term and the rotation will continue as previously established with the councilmember that was “skipped” placed at the bottom of the rotation list.
6. The rotation list shall be maintained by the City Clerk.

**Related Policy References**

None

**Prior Policy Amendments**

None

The following page(s) contain the backup material for Agenda Item: Resolution of the Community Development Commission-Housing Authority of the City of National City designating the Representatives authorized to order the deposit and withdrawal of monies with financial institutions on behalf of the Community Development C

**CITY OF NATIONAL CITY, CALIFORNIA  
COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** August 15, 2017

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the Community Development Commission-Housing Authority of the City of National City designating the Representatives authorized to order the deposit and withdrawal of monies with financial institutions on behalf of the Community Development Commission-Housing Authority.

**PREPARED BY:**

Carlos Aguirre, Housing and Econ. Dev. Mgr.

**PHONE:** 619-336-4391

**DEPARTMENT:** Housing and Econ. Dev.

**APPROVED BY:** 

**EXPLANATION:**

The Board of Commissioners of the Community Development Commission-Housing Authority of the City of National City ("CDC-HA") is responsible for designating those staff persons authorized to approve deposits and withdrawals of funds on behalf of the CDC-HA. Due to staffing changes since the last authorizing Resolution for the Community Development Commission of the City of National City, the item before you is a request to update the list of authorized individuals.

The proposed resolution would concurrently designate Leslie Deese, Executive Director for the CDC-HA; Brad Raulston, Deputy City Manager; Alfredo Ybarra, Director of Housing and Economic Development; and Mark Roberts, Director of Finance.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.** N/A

**APPROVED:** 

Finance

**APPROVED:** \_\_\_\_\_

MIS

**ENVIRONMENTAL REVIEW:**

This is not a project and, therefore, not subject to CEQA environmental review.

**ORDINANCE:** INTRODUCTION: ☐ **FINAL ADOPTION:** ☐

**STAFF RECOMMENDATION:**

Adopt the Resolution.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Resolution